

AS AMENDED

City Hall
80 Broad Street
February 28, 2017
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Shahid

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Swearing-in of Municipal Judges - The Honorable Stephanie McDonald
2. Recognition of visitors from Flers de l'orne, Normandy, France
3. Proclamation recognizing Charleston County Clerk of Court, Julie Armstrong – Councilmember Shahid (***To be placed on Councilmembers' desks***)

E. Public Hearings

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 573 Meeting Street and 35 Walnut Street (Peninsula) (2.145) (TMS #463-16-04-022 and 463-16-04-035) (Council District 4), be rezoned from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by Charleston Interfaith Crisis Assistance Ministry.
2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that portions of 573 Meeting Street and 35 Walnut Street (Peninsula) (approximately 1.76 acres) (portions of TMS # 463-16-04-022 and 463-16-04-035) (Council District 4), be rezoned from 55/30 Old City Height District classification to 80/30 Old City Height District classification. The property is owned by Charleston Interfaith Crisis Assistance Ministry. (*DEFERRED*)
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1648 Folly Road and 1614 Grimball Road Extension (James Island) (1.86 acres) (TMS #427-00-00-022 and 427-00-00-021) (Council District 6), be zoned Limited Business (LB) classification. (**SECOND READING**)
4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1991 Holliday St (West Ashley) (0.20 acre)

(TMS #355-15-00-101) (Council District 2), annexed into the City of Charleston January 24, 2017 (#2017-007), be zoned Single-Family Residential (SR-1) classification. The property is owned by Sabrina A. Perkins.

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. February 14, 2017

H. Citizens Participation Period

I. Petitions and Communications:

J. Council Committee Reports:

1. Committee on Community Development: (Special Meeting was held on Thursday, February 16, 2017 at 3:00 p.m.)

- a. Summary of Meeting with the Development Community and the City of Charleston on the Mixed Use Workforce Housing Ordinance (INFORMATION ONLY)
- b. Overview of Best Practices in Affordable Housing (INFORMATION ONLY)

2. Committee on Community Development: (Meeting was held on Thursday, February 23, 2017 at 4:30 p.m.)

- a. Mixed Use Work Force Housing Fee in lieu of Amendment

3. Committee on Recreation: (Meeting was held on Tuesday, February 21, 2017 at 4:30 p.m.)

- a. Parks Improvement and Expansion (INFORMATION ONLY)
 - (i) Status of Improvements to:
 - Bender Street Park
 - WPAL Park
 - (ii) Update on Lenevar Playground Replacement
 - (iii) Update on replacement trees at Gaillard Center
 - (iv) Report on condition of Park buildings in general and schedule for repairs including Thomas Johnson Park Building
- b. Cultural Services – Cultural Plan (INFORMATION ONLY)
- c. Recreation Department and facilities
 - (i) Natatorium update
 - (ii) Naming of Hall 2 Tract – recommendation: Coach Stanley Chisolm Park

- d. New Business
 - (i) Youth Baseball in the City of Charleston
 - (ii) Recognition/memorial for Marchitta Frayer, aka 'Ms. Tee'
 - (iii) Approval of a one-year pilot project between the City of Charleston and Town of James Island authorizing the City to open the James Island Recreation Complex on Sundays from 1 p.m. to 5 p.m. for use of the gymnasium by the Community

4. Committee on Traffic and Transportation: (Meeting was held on Tuesday, February 28, 2017 at 3:30 p.m.)

- a. Approval of Traffic Calming Speed Humps
 - (I) Race Street (between Rutledge Avenue and King Street) – Westside Neighborhood
- b. Bicycle and Pedestrian Advisory Committee/Ordinance Discussion (INFORMATION ONLY)

5. Committee on Public Works and Utilities: (Meeting was held on Monday, February 27, 2017 at 4:00 p.m.)

a.) Request Public Hearing for the Proposed Closing and Abandonment of a portion of **Wharfside Street**.

b.) Acceptance and Dedication of Rights-of-Way and Easements:

- (i) **Brownswood Village Phase 2** - Acceptance and dedication of Tannery Row (50-foot right-of-way), a portion of Tabard Road (50-foot right-of-way), a portion of Innkeeper Lane (50-foot right-of-way), and a portion of Field Planters Road (50-foot right-of-way). Sidewalk is bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements
 - e. Exclusive Access Easements
- (ii) **Cainhoy Entrance Road Phase 2B** - Acceptance and dedication of a portion of River Village Drive (variable width right-of-way).
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (3)
 - d. Exclusive Storm Water Drainage Easements (2)
- (iii) **Daniel Island, Parcel BB, Phase 1B** - Acceptance and dedication of a portion of Oak Leaf Street (55-foot width right-of-way).
 - a. Title to Real Estate

- b. Affidavit for Taxable or Exempt Transfers
- c. Plat
- d. Exclusive Storm Water Drainage Easements

(iv) Daniel Island, Parcel F, Phase 5 - Acceptance and dedication of Nobels Point Street (50-foot right-of-way), Apprentice Street (50-foot right-of-way), and Wading Place (50-foot right-of-way).

- a. Title to Real Estate
- b. Affidavit for Taxable or Exempt Transfers
- c. Plat
- d. Exclusive Storm Water Drainage Easements (2)

- c. E-waste Collections – Proposed amendment TO AMEND SEC. 14-50(a) OF THE CODE OF THE CITY OF CHARLESTON TO PROVIDE THAT ELECTRONIC WASTE SHALL NO LONGER BE COLLECTED BY THE CITY due to its hazardous properties.

Give first reading to the following bill coming from Public Works and Utilities:

An ordinance to amend Sec.14-50(a) of the Code of the City of Charleston to provide that electronic waste shall no longer be collected by the City.

6. Committee on Ways and Means:

(Bids and Purchases

(Police Department: Approval to submit the 2017 Firehouse Subs Foundation Grant, in the amount of \$17,385 for an Explosive Detection Canine. No City match is required.

(Police Department: Approval to submit the 2017 Paul Coverdell Forensic Science grant, in the amount of \$20,451 for Digital Examiner equipment supplies, and certification for the Forensic Services Division. No City match is required.

(Office of Cultural Affairs: Approval to submit a grant application to Charleston County for accommodations tax funding in the amount of \$15,000 for the 2018 Piccolo Spoleto Festival. No match is required.

(Office of Cultural Affairs: Approval to submit a grant application to Charleston County for accommodations tax funding in the amount of \$15,000 for the 2017 MOJA Arts Festival. No match is required.

(Office of Cultural Affairs: Approval to submit a grant application to Charleston County for accommodations tax funding in the amount of \$10,000 for the 2017 Holiday Magic in Historic Charleston. No match is required.

(Parks-Capital Projects: Approval of a Construction Contract with VSC Fire & Security in the amount of \$84,220 of the replacement of the sprinkler system at the VRTC Bus Shelter. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council approved budget. Approval of this action will institute a \$90,000 project budget of which the \$84,220 Construction Contract will be funded. The funding source for this project is the Facilities Maintenance-General

- Maintenance line item in the 2017 General Operating Budget.
- (Parks-Capital Projects: Approval of a Local Public Agency "Participation Agreement" between the City and SCDOT for the design, permitting and construction of a multi-use trail parallel to Glenn McConnell Parkway between Goodwill Way and West Ashley Circle, providing the first bicycle or pedestrian linkage across the active CSX railway in West Ashley. This project also provides a critical link between the existing multi-use trail systems along Bees Ferry Road and Mary Ader Avenue. The project budget of \$497,554 is being funded by Federal CHATS Transportation Enhancement Funds from SCDOT in the amount of \$398,043.20 with 20% required matching funds being provided by the City in the amount of \$99,510.80. Approval of this "Participation Agreement" would require the City to provide matching funds in the amount of \$99,510.80 for this project. Matching funds have already been identified and allocated through 2014 General Fund Reserves.
- (Parks-Capital Projects: Approval of a Local Public Agency "Participation Agreement" between the City and SCDOT for the design, permitting and construction of a multi-use trail parallel to St. Thomas Island Drive over Beresford Creek, providing a dedicated bicycle/pedestrian link parallel to the existing narrow roadway and bridge. The project budget of \$509,467 is being funded by Federal CHATS Transportation Enhancement Funds from SCDOT in the maximum amount of \$400,000 with matching funds being provided by the City in the amount of \$49,467 and Berkeley County in the amount of \$60,000. Approval of this "Participation Agreement" would require the City to provide matching funds in the amount of \$49,467 for this project. Matching funds have already been identified and allocated through 2014 General Fund Reserves.
- (Public Service: Approval for B&C Land Development to perform emergency repairs in the amount of \$894,180 at White Chapel Circle due to the extent and severity of the pipe failures throughout the neighborhood. The work was performed as an emergency repair due to the need to stabilize the severely damaged pipe system in the neighborhood.
- (Recreation: Approval of a one-year pilot project between the City of Charleston and Town of James Island authorizing the City to open the James Island Recreation complex on Sundays from 1:00 p.m. – 5:00 p.m. for use of the gymnasium by the community; City of Charleston will be solely responsible for operating the complex; Town of James Island agrees to pay up to \$15,000 for City's cost to operate complex. This item is not budgeted. The cost is estimated to be approximately \$30,000, with the Town reimbursing up to \$15,000. Recreation is committing their contingency funds to cover the unbudgeted expenses.
- (Authorize the Mayor to repeal Ordinance 2008-52 as amended by Ordinance No. 2008-66 and execute on behalf of the City a Transfer Agreement conveying 26 Reid Street to Charleston Habitat for Humanity for \$44,000 for development of affordable housing under the City's HOME Investment Partnerships Program guidelines. (TMS: 459-09-04-040; 26 Reid Street) [Two ordinances]
- (Consider the following annexation:
- 2935 Maybank Highway and adjacent vacant lot (TMS# 313-00-00-091 and 313-00-00-089) 4.60 acres, Johns Island (District 5)

Give first reading to the following bill coming from Ways and Means:

An ordinance to repeal Ordinance No. 2008-52, as amended by Ordinance No. 2008-66 authorizing the transfer of 26 Reid Street to Charleston Area Community Development Corporation.

An ordinance authorizing the Mayor to execute on behalf of the City a Transfer Agreement between the City and Habitat for Humanity, Inc. pertaining to property owned by the City at 26 Reid Street, to include any and all deeds, bills of sale or other documents as may be necessary to effectuate the transfer.

An ordinance to provide for the annexation of property known as 2935 Maybank Highway and adjacent vacant lot (4.60 acres) (TMS# 313-00-00-091 and 313-00-00-089), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by James Coyne and Laure Vandermoere.

K. Bills up for Second Reading:

1. *An ordinance to provide for the annexation of property known as 1648 Folly Road and 1614 Grimball Road Extension (1.86 acre) (TMS# 427-00-00-022; and 427-00-00-021), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 6.*
2. *An ordinance authorizing the Mayor to execute on behalf of the City a Quitclaim Deed to 83 Mary, LLC, a South Carolina Limited Liability Company, quitclaiming any interest of the City in that certain piece, parcel or lot of land shown and designated as "TMS 460-12-02-024, 83 Mary, LLC 0.059 acres 83 Mary Dstreet" on that certain plat entitled "Boundary Durvey TMD 460-12-02-024 83 Mary Street City of Charleston, Charleston County, S.C." prepared by Forsberg Engineering and Surveying, Inc. date November 21, 2014, revised November 22, 2014 and recorded on December 3, 2014 in plat book 114, at page 0501 in the Charleston County RMC office.*
3. *An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) pertaining to Article 2, Part 15 – Mixed Use 1 - Workforce Housing District and Mixed Use 2 - Workforce Housing District. (SECOND READING ONLY)*
4. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to prohibit mini-warehouse/self-storage uses in the Urban Commercial (UC) Zone District and change mini-warehouse/self-storage uses from a conditional use to a special exception use in the General Business (GB) Zone District. (DEFERRED FOR PUBLIC HEARING)*
5. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by repealing part thereof (Old and Historic District and Old City District Regulations) and substituting in its place and stead a new Part 6 establishing*

regulations for the Old and Historic District and the Old City District. (DEFERRED FOR PUBLIC HEARING)

6. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) pertaining to Sec. 54-306, Old City Height Districts. (DEFERRED FOR PUBLIC HEARING)*
7. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-208.1 Bed and Breakfasts not located within the Old and Historic District, to clarify where Bed and Breakfasts are permitted in areas outside the Old and Historic District. (DEFERRED FOR PUBLIC HEARING)*
8. *An ordinance to amend the Old and Historic District and Old City District Regulations of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to amend the definition of structure, to provide definitions for height, scale, mass and immediate surroundings, immediate surrounding area and neighborhood, to clarify the authority of the Board of Architectural Review as it pertains to its review of height, scale and mass of new construction to achieve compatibility and proper form and proportion between new structures and those in its immediate surroundings, and to codify certain policy statements for the use in evaluation applications. (DEFERRED FOR PUBLIC HEARING)*
9. *An ordinance to provide for the annexation of property known as property located on Ashley Hall Plantation Road (44.59 acres) (TMS# 353-00-00-003 and 353-00-00-004), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 2. The property is owned by the Estate of Rosina Kennerty Siegnious. (DEFERRED)*
10. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Ashley Hall Plantation Road (West Ashley) (approximately 44.59 acres) (TMS #353-00-00-003 and 353-00-00-004) (Council District 2), be zoned to Single-Family Residential (SR-1) classification and Landmark Overlay Zone (LMK) on a portion of the property. The property is owned by the Estate of Rosina Kennerty Siegnious. (DEFERRED)*

L. Bills up for First Reading

1. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by revising Section 54-220 (b) (1) (e) (15) pertaining to limits on the number of rooms in facilities; and by changing the map pertaining to the Accommodations Overlay Zone district in the Peninsula portion of the City in accordance with the maps attached to this ordinance.*
2. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by adding to Article 9, Administration and Enforcement, a new part*

6, Temporary Moratorium.

3. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-220 Accommodations Overlay Zone, by inserting language to preserve Mixed-Use Districts; prohibit the displacement of housing by accommodations and consider the effects of housing units to be altered or replaced on the housing stock and whether requirements to protect the affordability of the housing units should be attached to an accommodations special exception approval; prohibit the displacement or reduction of office space by accommodations to be located within areas on the Peninsula designated "A-1" on the Accommodations Overlay Zoning Map and on streets with office use as a predominant use; prohibit the displacement of more than 25 percent of ground floor, store front retail space by accommodations uses on streets with ground floor, store front retail as a dominant use; prohibit an overconcentration of accommodations units within areas on the Peninsula designated "A-1" on the Accommodations Overlay Zoning Map; amend revised Subsection B. 1. (g) by deleting wording regarding pedestrian activity and transit system usage and inserting language regarding the location and design of guest drop off and pick up areas; and amend revised Subsection B. 1. (h) 15 to require additional information on parking and public transit provisions for employees **(AS AMENDED)** *(TO BE WITHDRAWN)*
4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located off North Westchester Road (West Ashley) (2.225 acres) (TMS #309-15-00-070) (Council District 7), be rezoned from Light Industrial (LI) classification to General Business (GB) classification. *(DEFERRED)*.

M. Miscellaneous Business:

1. The next regular meeting of City Council will be March 14, 2017 at 5:00 p.m. at City Hall, 80 Broad Street.

PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, February 28, 2017, beginning at 5:00 p.m. at City Hall, 80 Broad Street, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

REZONINGS

1. To rezone 573 Meeting Street & 35 Walnut Street (*Peninsula*) (Approx. 2.145 acres) (TMS# 463-16-04-022 & 035) from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification.
2. To rezone a portion of the properties 573 Meeting Street & 35 Walnut Street (*Peninsula*) (Approx. 1.76 acres) (A portion of TMS# 463-16-04-022 & 035) from 55/30 Old City Height District classification to 80/30 Old City Height District classification.

ZONINGS

To zone the following properties annexed into the City of Charleston:

1. 1648 Folly Road & 1614 Grimball Road Extension (*James Island*) (Approx. 1.86 acres) (TMS# 427-00-00-022 & 021) Limited Business (LB).
2. 1991 Holliday St (*West Ashley*) (0.20 acre) (TMS# 355-15-00-101) Single-Family Residential (SR-1).

VANESSA TURNER MAYBANK
Clerk of Council

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

CITY OF CHARLESTON

PLANNING COMMISSION MEETING REPORT

MEETING OF JANUARY 18, 2017

A meeting of the City of Charleston Planning Commission was held at **5:00 p.m., on Wednesday, January 18, 2017** in the Public Meeting Room, 1st Floor, 2 George St. The following applications were considered:

REZONINGS

1. **194 Cannon Street and 221 Spring Street (and adjacent rights-of-way) TMS# 4601004013 & 011** - approx. 2.75 ac. Request rezoning from 50/25 Old City Height District to 85/125 Old City Height District.

RECOMMENDED APPROVAL

2. **573 Meeting St & 35 Walnut St (Peninsula) TMS# 4631604022 & 035** - approx. 2.145 ac. Request rezoning from General Business (GB) to Mixed-Use/Workforce Housing (MU-2/WH).

RECOMMENDED APPROVAL

3. **573 Meeting St & 35 Walnut St (Peninsula) TMS# 4631604022 & 035 (a portion)** – approx. 1.76 ac. Request rezoning on a portion of the properties from 55/30 Old City Height District to 80/30 Old City Height District.

RECOMMENDED APPROVAL

4. **10 Society and two vacant parcels on Society St (Peninsula) TMS# 4580104002, 004 & 021** – 0.62 ac. Request rezoning from General Business (GB) to Mixed Use/Workforce Housing (MU-2/WH).

DEFERRED BY APPLICANT

5. **32 Laurens St and a vacant parcel on Laurens St (Peninsula) TMS# 4580104003 & 4580102017** – 1.32 ac. Request rezoning from General Business (GB) and Light Industrial (LI) to Mixed Use/Workforce Housing (MU-2/WH).

DEFERRED BY APPLICANT

SUBDIVISIONS

1. **Twin Lakes, Phase 2 (Cane Slash Rd – Johns Island) TMS# 3450000036** – 61.19 ac. 122 lots. Request approval of revised subdivision concept plan. Zoned Single-Family Residential (SR-1).

DEFERRED BY APPLICANT

2. **Essex Village (Henry Tecklenburg Dr – West Ashley) TMS# 3090000003** – 12.66 ac. 41 lots. Request subdivision concept plan approval. Zoned Planned Unit Development (PUD).

DEFERRED BY APPLICANT

3. **Murraywood Rd (Johns Island) TMS# 3120000026 & 182** – 2.71 ac. 9 lots. Request subdivision concept plan approval. Zoned Single-Family Residential (SR-1) and Single- & Two-Family Residential (STR).

DEFERRED BY APPLICANT

4. **Cane Slash Cluster Development (Johns Island) TMS# 3450000007 & 023** – 30.23 ac. 47 lots. Request subdivision concept plan approval. Zoned Single-Family Residential (SR-1).

DEFERRED BY APPLICANT

5. **Nabors Drive (James Island) TMS# 4281600013, 046-048, 052** – 3.86 ac. 25 lots. Request subdivision concept plan approval. Zoned Diverse Residential (DR-9).

DEFERRED BY APPLICANT

6. **Bennett's Bluff (Fort Johnson Road – James Island) TMS# 4280000013 & 040** – 30.99 ac. 86 lots. Request subdivision concept plan approval. Zoned Single-Family Residential (SR-1).

DEFERRED BY APPLICANT

ZONINGS

1. **1648 Folly Rd & 1614 Grimball Road Ext (James Island) TMS# 4270000022 & 021** – approx. 1.86 ac. Request zoning of Limited Business (LB). Zoned Folly Road Corridor Overlay (FRC-O; Community Commercial and Neighborhood Commercial Land Use Recommendation) in Charleston County.

RECOMMENDED APPROVAL

2. **1991 Holliday St (West Ashley) TMS# 3551500101** – 0.20 ac. Request zoning of Single-Family Residential (SR-1). Zoned Single-Family Residential (R-4) in Charleston County.

RECOMMENDED APPROVAL

PLAN REVIEW DISCUSSION

Discussion of timelines and updates resulting from the December 2016 review of the *City of Charleston Century V 2010 Comprehensive Plan Update*.

STAFF PROPOSED A SCHEDULE FOR DISCUSSION OF KEY ISSUES BROUGHT UP DURING THE REVIEW IN DECEMBER. PLANNING COMMISSION WILL MEET ONE HOUR EARLIER OVER THE NEXT FEW MONTHS TO REVIEW COMPREHENSIVE PLAN TOPICS BEFORE THE REGULAR AGENDA BEGINS: FEBRUARY – FLOODING/DRAINAGE; MARCH - AFFORDABLE HOUSING; APRIL – TRAFFIC/TRANSPORTATION; MAY - PLAN MAP AMENDMENTS; JUNE - FINAL PLAN AMENDMENTS

ELECTION OF CHAIR AND VICE-CHAIR

Commission selection of a chairperson and a vice-chairperson to serve until January 2018.

PLANNING COMMISSIONERS ELECTED GORDON GEER TO SERVE AS CHAIR AND ELISE DAVIS-MCFARLAND AS VICE-CHAIR UNTIL JANUARY 2018

APPROVAL OF MINUTES

APPROVED OF THE MINUTES FROM THE AUGUST 17, 2016 MEETING

REPORT OF THE TECHNICAL REVIEW COMMITTEE

Over the past month, the following subdivision projects were submitted to the TRC for review and approval. The findings of the TRC shall be presented to the Planning Commission. Items approved by the TRC comply with all applicable regulations and standards of the City of Charleston.

Preliminary & Final Plats

1. **Brisbane Cluster Development (James Island) TMS# 3400100011 & 050** – 6.6 ac. 30 lots. SR-1. Preliminary subdivision plat under review.

2. **Oakfield, Phase 5A (Johns Island) TMS# 2780000043 & 128** – 32.3 ac. 57 lots. PUD. Preliminary subdivision plat pending approval.
3. **Oakfield, Phase 5B (Johns Island) TMS# 2780000043** – 25.1 ac. 57 lots. PUD. Preliminary subdivision plat under review.
4. **Sanders Road Townhomes (James Island) TMS# 2860000001** – 22.3 ac. 107 lots. DR-9. Preliminary subdivision plat under review.
5. **Oakfield, Phase 1 (Johns Island) TMS# 2780000040** – 82.5 ac. 86 lots. PUD. Final subdivision plat pending approval.
6. **Cainhoy Entrance Road, Phase 2B (Cainhoy) TMS# 2620000008** – 12.6 ac. R/W. PUD. Final subdivision plat pending approval.
7. **The Landing at Grand Oaks, Phase 2 (West Ashley) TMS# 3010000433** – 5.8 ac. 36 lots. PUD. Final subdivision plat under review.
8. **Parcel A, Charleston Regional Business Center (Cainhoy) TMS# 2670000129** – 11.7 ac. 3 lots. LI. Final subdivision plat pending approval.
9. **Aquarium Parking Garage (Peninsula) TMS# 4591304001** – 3.2 ac. 2 lots. GB. Preliminary subdivision plat pending approval.
10. **130 Grove Street (Peninsula) TMS# 4631501053** – 0.3 ac. 2 lots. SR-2. Preliminary subdivision plat pending approval.
11. **The Oaks at Saint Johns Crossing (Johns Island) TMS# 3120000082** – 22.1 ac. 77 lots. SR-1 (ND). Final subdivision plat pending approval.
12. **1109 Brownswood Road (Johns Island) TMS# 3120000181** – 0.8 ac. 2 lots. SR-1. Preliminary subdivision plat approved.
13. **Maybank Village, Phase 2B (Johns Island) TMS# 3130000056 & 057** – 33.7 ac. 100 lots. SR-6. Final subdivision plat recorded.
14. **123 & 125 Moultrie Street (Peninsula) TMS# 4600301039 & 055** – 0.5 ac. 3 lots. DR-1F. Preliminary subdivision plat approved, final subdivision plat pending approval.
15. **Parcel E, Phase 3 (Daniel Island) TMS# 2750000110** – 31.6 ac. 33 lots. DI-R. Final subdivision plat under review.
16. **Parcel BB, Phase 1B (Daniel Island) TMS# 2770000011** – 53.9 ac. R/W. DI-R. Final subdivision plat pending approval.
17. **Brigade Street Apartments (Peninsula) TMS# 4640000003 & 017** – 15.9 ac. 3 lots. MU-2/WH. Final subdivision plat under review.
18. **Stefan Drive Townhomes (James Island) TMS# 3430700146-148** – 0.7 ac. 8 lots. DR-12. Preliminary subdivision plat approved.
19. **Carolina Bay, Phase 21A (West Ashley) TMS# 3070000009** – 34.2 ac. 39 lots. SR-6. Final subdivision plat recorded.
20. **Lots 14 & 16, The Preserve at Fenwick Plantation (Johns Island) TMS# 3460000259** – 0.4 ac. 2 lots. PUD. Final subdivision plat recorded.
21. **Old Towne Road (West Ashley) TMS# 4150000002** – 4.0 ac. 2 lots. SR-1. Final subdivision plat recorded.
22. **Parcel F, Phase 5 (Daniel Island) TMS# 2750000249** – 17.4 ac. 21 lots. DI-R. Final subdivision plat recorded.
23. **Bolton's Landing, Phases 5A & 5B (West Ashley) TMS# 2860000003** – 33.2 ac. 52 lots. SR-1 (ND). Final subdivision plat recorded.
24. **Stiles Point, Phase 1 (James Island) TMS# 4260000003** – 31.1 ac. 50 lots. SR-1. Final subdivision plat recorded.

Road Construction Plans

1. **Brisbane Cluster Development (James Island) TMS# 3400100011 & 050** – 6.6 ac. 30 lots. SR-1. Road construction plans under review.
2. **Sanders Road Townhomes (James Island) TMS# 2860000001** – 22.3 ac. 107 lots. DR-9. Road construction plans under review.
3. **Brigade Street Apartments (Peninsula) TMS# 4640000003 & 017** – 1.9 ac. 2 lots + R/W. MU-2/WH. Road construction plans under review.
4. **Hopewell Drive (Cainhoy) TMS# 2620000008** – 11.5 ac. R/W. PUD. Road construction plans pending approval.
5. **Oakfield, Phase 4 [revised] (Johns Island) TMS# 2780000043** – 87.8 ac. 62 lots. PUD. Road construction plans under review.

E1.)



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 573 MEETING STREET AND 35 WALNUT STREET (PENINSULA) (2.145) (TMS #463-16-04-022 AND 463-16-04-035) (COUNCIL DISTRICT 4), BE REZONED FROM GENERAL BUSINESS (GB) CLASSIFICATION TO MIXED-USE/WORKFORCE HOUSING (MU-2/WH) CLASSIFICATION. THE PROPERTY IS OWNED BY CHARLESTON INTERFAITH CRISIS ASSISTANCE MINISTRY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification.

Section 2. The property to be rezoned is described as follows:
573 Meeting Street and 35 Walnut Street (Peninsula) (2.145) (TMS #463-16-04-022 and 463-16-04-035)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
_____ in the Year of Our Lord
_____, in the _____ Year of Independence
of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Rezoning 2

573 Meeting St & 35 Walnut St (Peninsula)

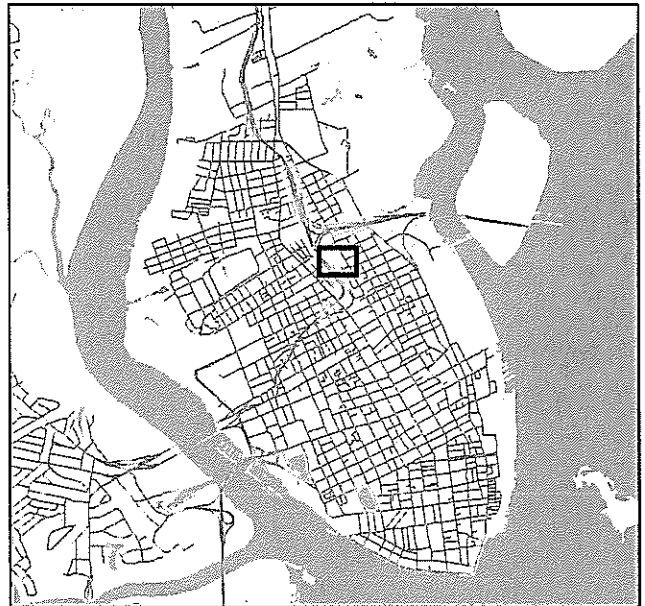
TMS# 4631604022 & 035

approx. 2.145 ac.

Request rezoning from General Business (GB)
to Mixed-Use/Workforce Housing (MU-2/WH).

Owner: Charleston Interfaith Crisis Assistance Ministry
Applicant: LS3P

Area



Location



E2.)
(Deferred)



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PORTIONS OF 573 MEETING STREET AND 35 WALNUT STREET (PENINSULA) (APPROXIMATELY 1.76 ACRES) (PORTIONS OF TMS # 463-16-04-022 AND 463-16-04-035) (COUNCIL DISTRICT 4), BE REZONED FROM 55/30 OLD CITY HEIGHT DISTRICT CLASSIFICATION TO 80/30 OLD CITY HEIGHT DISTRICT CLASSIFICATION. THE PROPERTY IS OWNED BY CHARLESTON INTERFAITH CRISIS ASSISTANCE MINISTRY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from 55/30 Old City Height District classification to 80/30 Old City Height District classification.

Section 2. The property to be rezoned is described as follows:
portions of 573 Meeting Street and 35 Walnut Street (Peninsula) (approximately 1.76 acres) (portions of TMS # 463-16-04-022 and 463-16-04-035)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the _____ Year of Our Lord
in the _____ Year of Independence
of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Rezoning 3

573 Meeting St & 35 Walnut St (Peninsula)

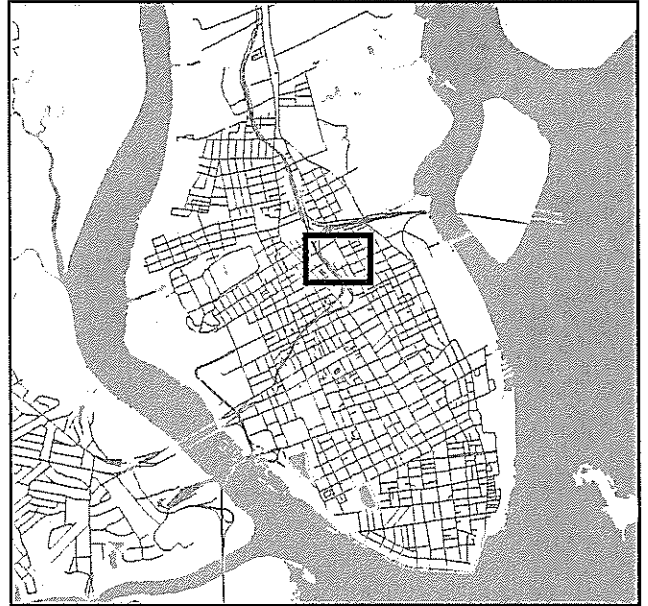
TMS# 4631604022 & 035 (a portion)

approx. 1.76 ac.

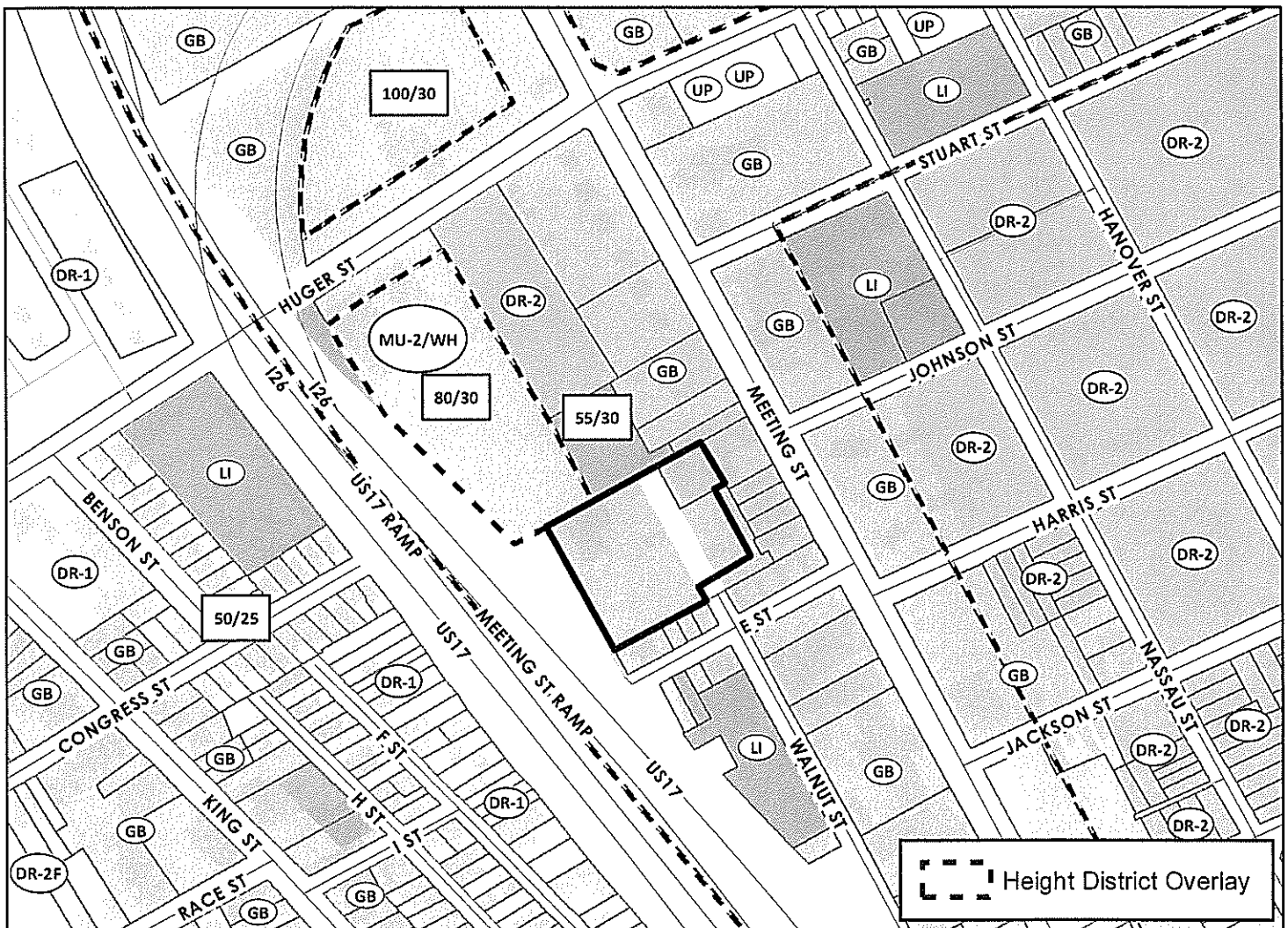
Request rezoning on a portion of the properties
from 55/30 Old City Height District
to 80/30 Old City Height District.

Owner: Charleston Interfaith Crisis Assistance Ministry
Applicant: LS3P

Area



Location



Height District Overlay



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1648 FOLLY ROAD AND 1614 GRIMBALL ROAD EXTENSION (JAMES ISLAND) (1.86 ACRES) (TMS #427-00-00-022 AND 427-00-00-021) (COUNCIL DISTRICT 6), BE ZONED LIMITED BUSINESS (LB) CLASSIFICATION.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

1648 Folly Road and 1614 Grimball Road Extension (James Island) (1.86 acres) (TMS #427-00-00-022 and 427-00-00-021)

Section 2. That the said parcel of land described above shall be zoned Limited Business (LB) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Zoning

1648 Folly Rd & 1614 Grimball Road Extension
(James Island)

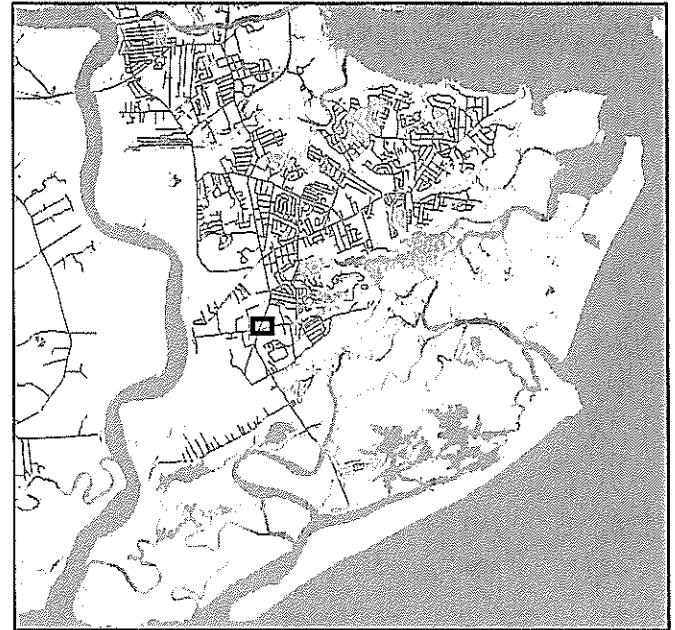
TMS# 4270000022 & 021

1.86 ac.

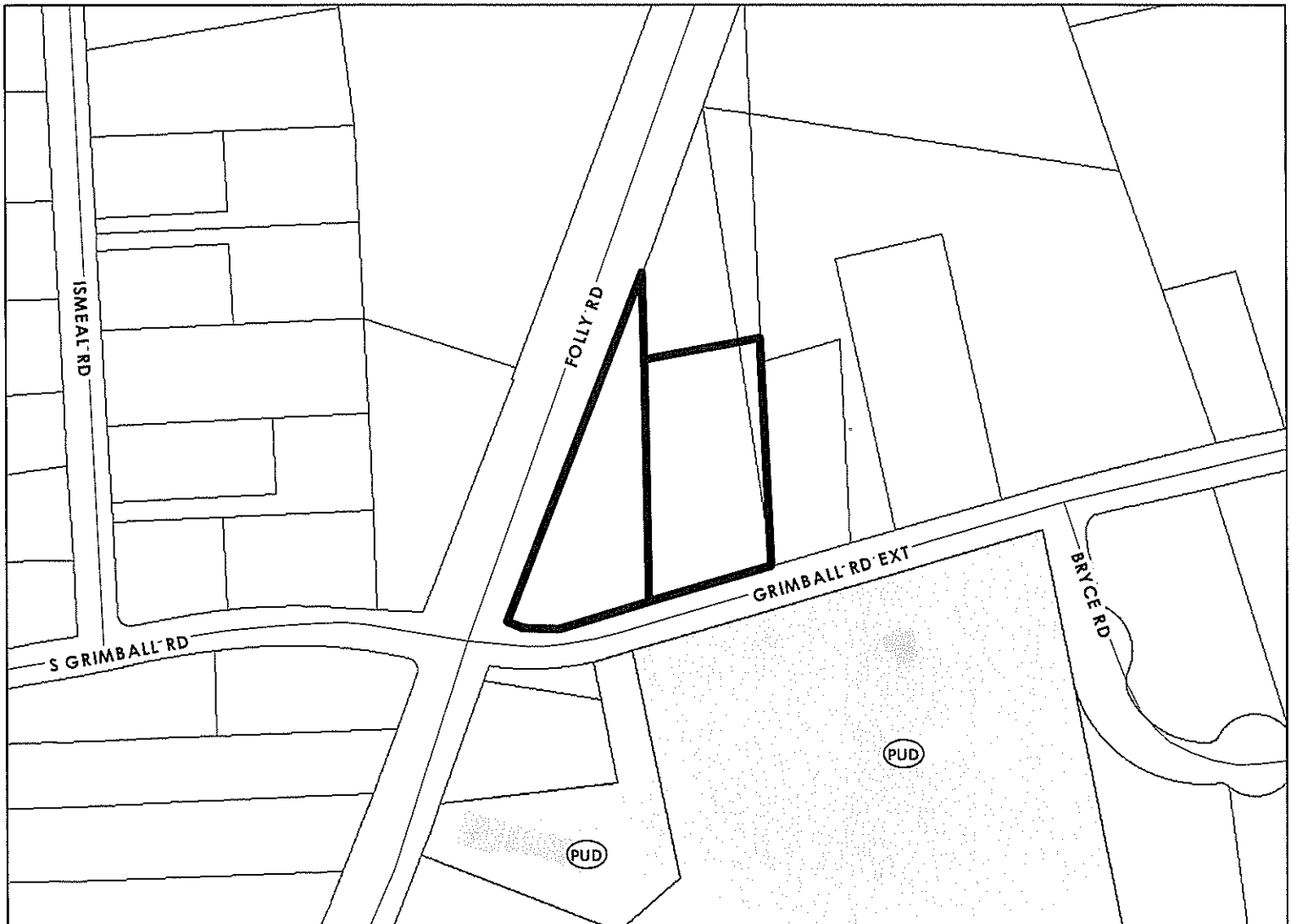
Request zoning of Limited Business (LB).
Zoned Folly Road Corridor Overlay (FRC-O;
Community Commercial and
Neighborhood Commercial Land Use
Recommendation) in Charleston County.

Owner: SCAN Assets LLC

Area



Location



E4.)



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 1991 HOLLIDAY ST (WEST ASHLEY) (0.20 ACRE) (TMS #355-15-00-101) (COUNCIL DISTRICT 2), ANNEXED INTO THE CITY OF CHARLESTON JANUARY 24, 2017 (#2017-007), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY SABRINA A. PERKINS.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

1991 Holliday St (West Ashley) (0.20 acre) (TMS #355-15-00-101)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
_____ in the Year of Our Lord
_____, in the _____ Year of Independence
of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Zoning 2

1991 Holliday St (West Ashley)

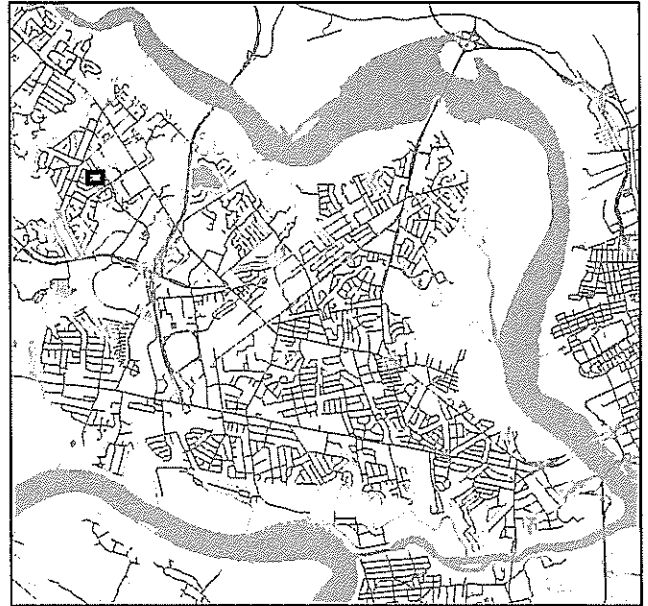
TMS# 3551500101

0.20 ac.

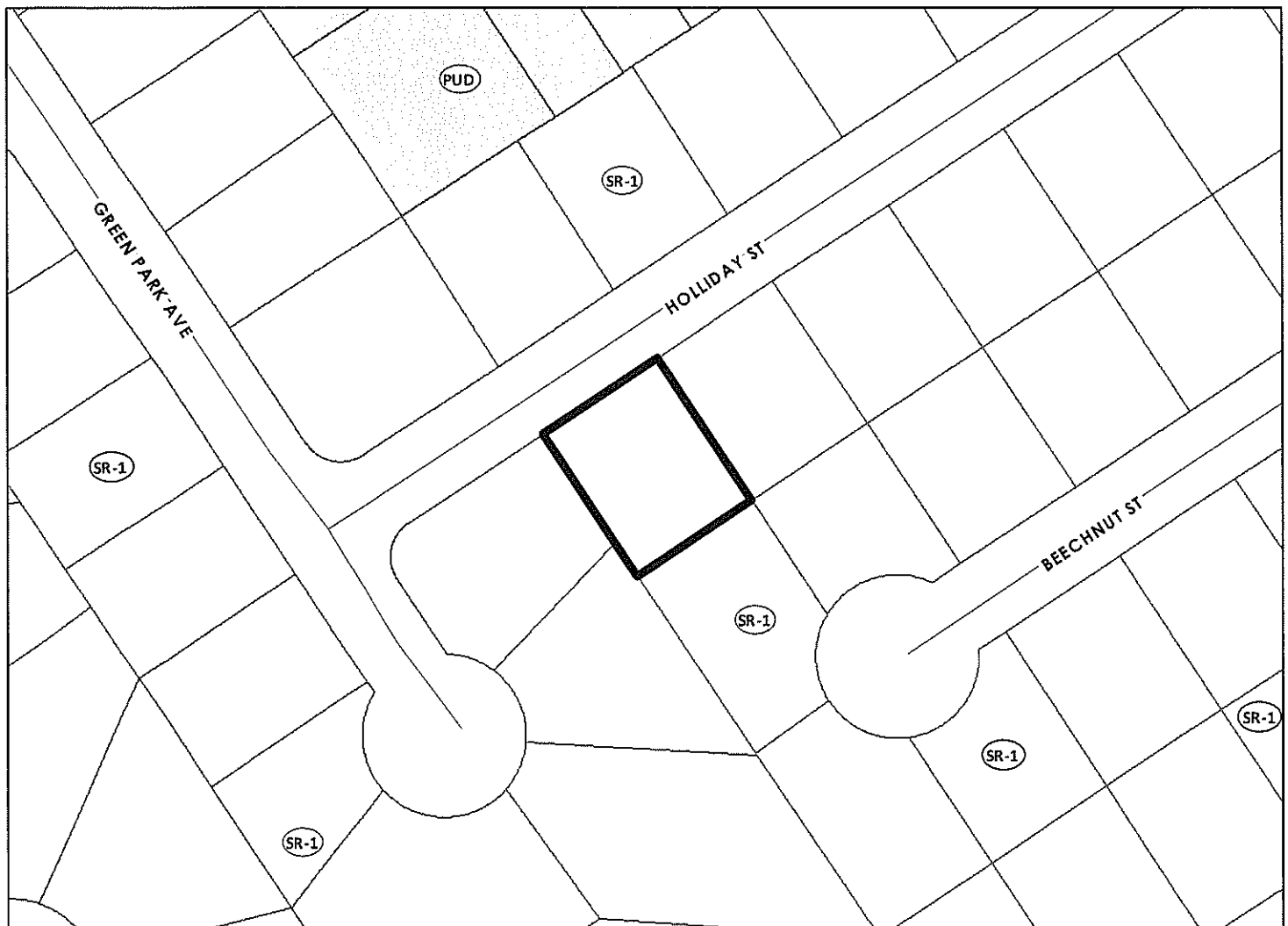
**Request zoning of Single-Family Residential (SR-1).
Zoned Single-Family Residential (R-4)
in Charleston County.**

Owner: Sabrina A. Perkins

Area



Location





J3(c)(ii)

CITY OF CHARLESTON
DEPARTMENT OF RECREATION
APPLICATION FOR FACILITY DEDICATION

Person to be honored STANLEY CHISOLM

Facility/Area to be dedicated HAN 11 TRACT

Please list and/or describe the person's achievements, accomplishments and influence on the

City of Charleston: MR. STANLEY CHISOLM WAS A BULLOCK HIGH SCHOOL GRADUATE,
SERVED AS A PRESIDENT OF THE ROSEMONT COMMUNITY FOR YEARS, AND
SERVED HIS COMMUNITY BY COACHING YOUTH SPORTS - HANDS
OF YOUTH CALLED HIM "COACH."

Memorials or financial assistance available to offset the cost of signs, dedication, etc.:

Name of person(s) submitting application: LAMAR C. YARBROUGHT / APPROVED BY COUNCIL

Address: 823 MEETING STREET CHAS SC 29403 MEMBER
MITCHELL
MAHON
TECHNICAL

Phone Number: (843) 724-7327 Work #: same

Fax: _____ Email: yarbrough@charleston-sc.gov

Attach any references where appropriate. Please use additional paper if needed.

FOR DEPARTMENT USE ONLY

Date Received: _____

Reviewed: _____

Action Taken: _____

_____ Date Approved: _____

CITY OF CHARLESTON

PUBLIC PARK AND RECREATIONAL FACILITY NAMING POLICY

I. PURPOSE

The city finds that it is in the best interest of the community to develop a formal process for requests to name parks and recreational facilities in city parks. Therefore the city deems it desirable, and in the public interest, to establish a set of guidelines and procedures for the selection of names for parks and recreational facilities.

II. POLICY

The city will adopt a name for each city park based on one or more of the following criteria and, when deemed appropriate, may do the same for a recreational facility located within the physical boundaries of a city park. The following criteria shall be used in determining the names of city parks and recreational facilities:

- a. Geographical location of the park or facility; or
- b. Natural or geological features proximate to the park or facility; or
- c. Cultural or historical significance to the city or surrounding neighborhood; or
- d. The name of an individual who has made a significant contribution to the community, country, state, or the field of parks and recreation. The use of a name of a person still living may be considered in exceptional situations or in the event of special significance.

Existing names shall not be subject to change unless, after investigation and review, the proposed name is found to be more appropriate than the existing name, based on the criteria listed in this policy. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of prior contributors. Parks and facilities named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community. Any action to change the name of an existing park shall follow the same process as outlined below.

III. PROCESS

- A. Any person or organization may submit a request using the city's appropriate forms to name a public park or recreational facility to the Recreation Director. Such requests should provide the proposed name, the location and brief description of the park or facility to be named, and a statement evidencing that the proposed name is consistent with this policy.

B. The Recreation Director shall review such requests and refer the request to the Parks Director for review. The proposed name change, along with any input received from the community regarding such, will be considered by the Recreation Commission at a public meeting.

C. Upon recommendation of the Recreation Commission, staff will prepare an agenda report pertaining to the proposed naming. Such action will be considered by the City Council at a public meeting. The date, time, and location of the meeting shall be noticed in advance. Based on the action of City Council, staff will take all appropriate measures regarding the naming of the park or recreational facility.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is entered into this ____ day of February 2017 by and between the City of Charleston (the "City"), and the Town of James Island (the "Town").

WHEREAS, the City provides recreation services to its residents and the community at the James Island Recreation Complex ("Complex"), located at 1088 Quail Drive, Charleston, South Carolina; and

WHEREAS, the Town offers residents public recreation areas and participates in the Youth Sports Program managed by the City in partnership with the City's Department of Recreation; and

WHEREAS, the Town and the City desire to further their relationship by entering into a pilot project to open the Complex on Sundays for certain hours to allow Town residents and others to use the gymnasium for one year;

WHEREAS, the parties desire to agree on the terms by which the Complex will be open for use by Town residents and the community.

NOW THEREFORE, for and in consideration of the sum of One and 00/100 (\$1.00) Dollars and other valuable consideration, the receipt and sufficiency of which are herein acknowledged, the parties agree as follows:

1. The City agrees to open the Complex on Sunday afternoons from 1pm – 5 pm for use of the gymnasium by the community.
2. The Town agrees to pay an amount equal to 50% of the City's cost to operate the Complex or an amount up to \$15,000, whichever is less.
3. The City shall be solely responsible for operating the Complex on Sunday afternoons in the same manner as the normal course of business. This includes paying utilities, cleaning, repairs, maintenance and other associated costs necessary to operate the Complex. Decisions regarding operations and maintenance shall be in the sole discretion of the City.
4. The term of this Agreement shall commence on February 14, 2017 and shall terminate on December 31, 2017 (Initial Term), provided the parties

may extend this Agreement for up to three (3) additional one (1) year periods upon the execution of an extension letter signed by each party no later than thirty (30) days prior to the expiration of the then current term of this Agreement. The parties shall renegotiate the Town's contribution toward the City's operating costs each year following the Initial Term.

5. The parties agree that the City will have the right to collect any fees normally required to be paid by the Town of James Island residents in connection with activities at the Complex, in addition to the costs referred to in Paragraph 2 above.

6. The City will submit an invoice to the Town for its share of the costs referred to in Paragraph 2 above on a quarterly basis and payment shall be made within 30 days after receipt. Payment shall be sent to the City in care of Accounts Payable, P.O. Box 853, Charleston, SC 29402 and whose physical address is 116 Meeting Street, Charleston, SC 29401.

7. Either party has the right to terminate this Agreement, with sixty (60) days advance written notice to the non-terminating party.

8. All notices or other communications required or permitted under this Memorandum of Understanding shall be in writing directed to a party at its address as set forth below. All notices shall be effective and deemed delivered upon receipt when sent via facsimile or express mail service, and three days after mailing when mailed postage prepaid by United States registered or certified mail, return receipt requested.

To the City:

Mayor John J. Tecklenburg
City of Charleston
P.O. Box 304
Charleston, SC 29402-0304

With a copy to

Office of Corporation Counsel
City of Charleston
P.O. Box 304
Charleston, SC 29402-0304

Laurie Yarbrough
Director of the Department of Recreation
823 Meeting Street
Charleston, SC 29403

To the Town of James Island:

Ashley Kellehan
Town Administrator
1238-B Camp Road
James Island, SC 29412

9. The parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Memorandum of Understanding or for purposes hereof.

10. This Memorandum of Understanding constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of or default pursuant to this Memorandum of Understanding shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

11. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy.

12. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

13. This Memorandum of Understanding shall inure to the benefit of, and be binding upon, the parties hereto, and their heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement in Charleston, South Carolina.

WITNESS:

CITY OF CHARLESTON

By: _____

Its: _____

Date: _____

WITNESS:

James W. Ainemons

TOWN OF JAMES ISLAND

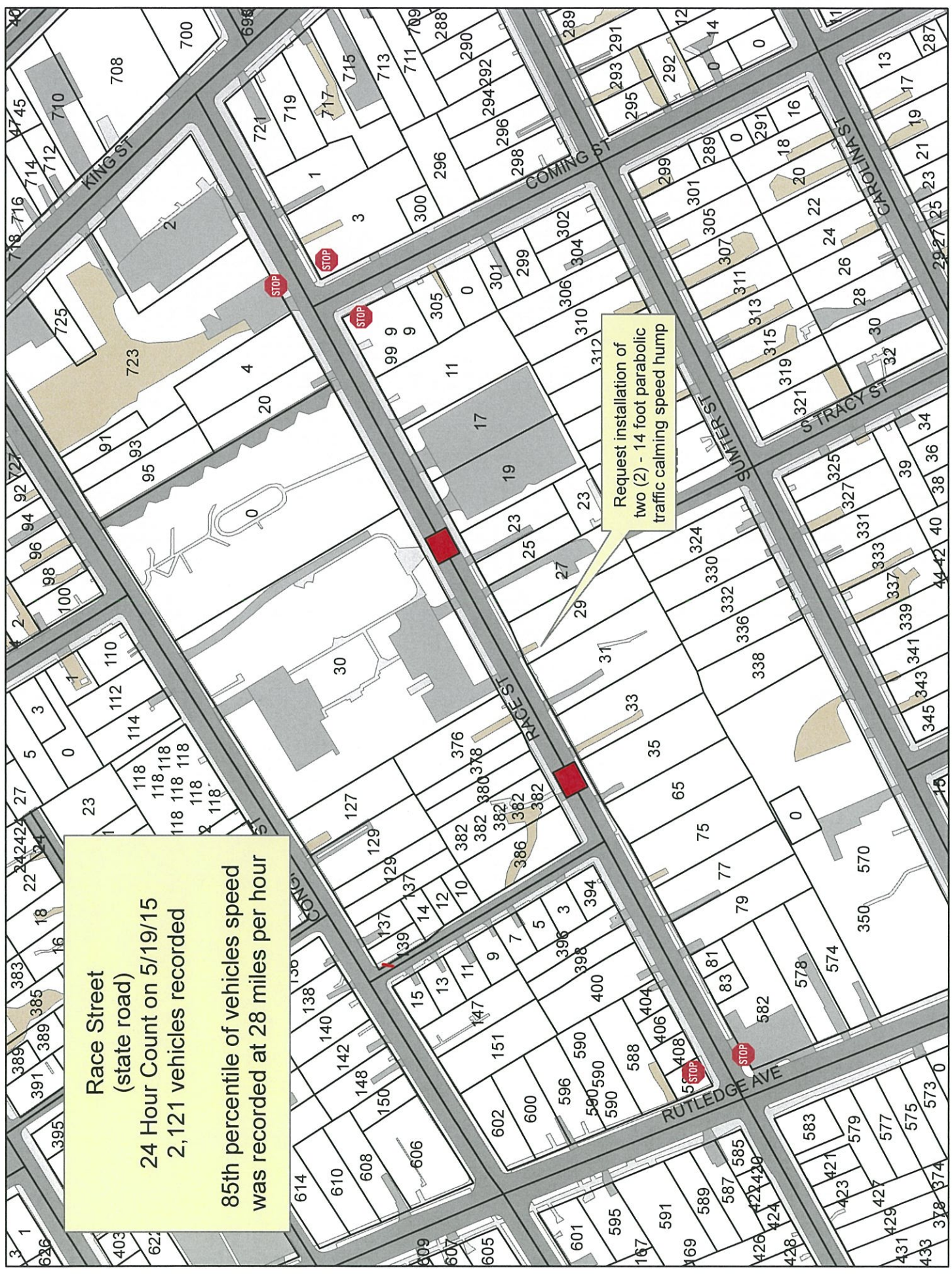
By: Akueka

Its: Town Administrator

Date: 2/17/17

J4(a)

Race Street - Westside Neighborhood



Race Street
(state road)
24 Hour Count on 5/19/15
2,121 vehicles recorded
85th percentile of vehicles speed
was recorded at 28 miles per hour

Request installation of
two (2) - 14 foot parabolic
traffic calming speed hump

J5(a)



John J. Ficklenburg
Mayor

City of Charleston
South Carolina

Edmund T. Most
Deputy Director

Department of Parks - Capital Projects Division

February 10, 2017

City of Charleston | Department of Public Service
Attn: Tom O'Brien
2 George Street, Suite 2100
Charleston, SC 29401

Re: Abandonment of Right of Way – Wharfside Street

Mr. O'Brien:

By this correspondence, please accept the request for abandonment of the right of way at the northern portion of Warfside Street as illustrated in the attached exhibit. The amount of area to be abandoned totals .0179 acres, and is to be consolidated for the development of the International African American Museum at this location.

Please consider this request for the next available Public Works and Utilities Committee meeting for review and approval.

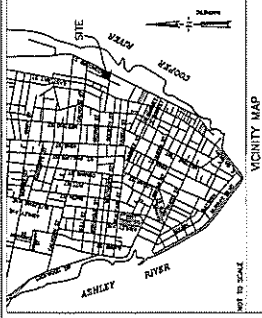
If I can provide any additional information, materials, or clarification, please do not hesitate to contact me.

Sincerely,

Peter Hedegon, Project Manager
City of Charleston
Department of Parks | Capital Projects Division

Cc: Edmund Most

Att: subdivision plat iaam.pdf



REFERENCES

- 1) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED APRIL 22, 2002, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 17, PAGE 775.
- 2) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED APRIL 22, 2002, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 17, PAGE 775.
- 3) REFERENCE PLAT BY HANCOCK & LAMARCO, DATED FEBRUARY 27, 1986, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 14, PAGE 174.
- 4) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 5) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 6) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 7) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 8) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 9) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.
- 10) REFERENCE PLAT BY J. ELUSTICE, JUNIOR, DATED DECEMBER 27, 1992, AND RECORDED IN THE CHARLESTON COUNTY PLAT BOOK IN BOOK 15, PAGE 102.

NOTES

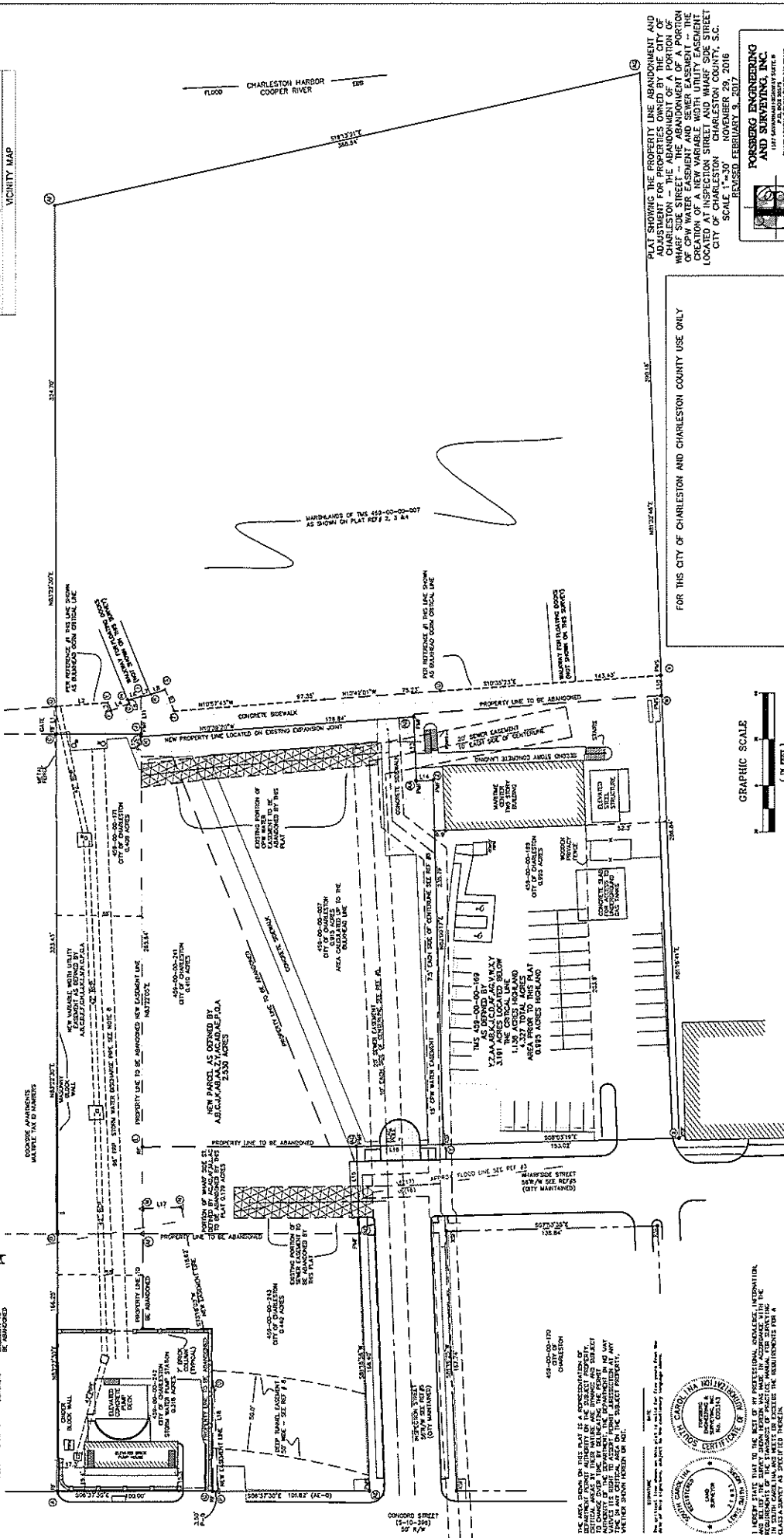
- 1) THE TWO PARCELS FOR THE PROPOSED DEVELOPMENT ARE 439-00-00-171, 439-00-00-172, AND 439-00-00-173.
- 2) THE PROPERTY IS BEING SUBMITTED AT THE REQUEST OF THE CITY OF CHARLESTON.
- 3) ACCORDING TO THE FLOOD MAP CORRELATION, DATED NOVEMBER 17, 2004, THE PROPERTY IS IN FLOOD ZONE V-19 AND V-22.
- 4) THIS DEVELOPMENT IS BEING SUBMITTED TO THE CITY OF CHARLESTON FOR REVIEW AND APPROVAL.
- 5) THE DEVELOPMENT IS BEING SUBMITTED TO THE CITY OF CHARLESTON FOR REVIEW AND APPROVAL.
- 6) THE DEVELOPMENT IS BEING SUBMITTED TO THE CITY OF CHARLESTON FOR REVIEW AND APPROVAL.
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- 10) THE DEVELOPMENT IS BEING SUBMITTED TO THE CITY OF CHARLESTON FOR REVIEW AND APPROVAL.

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98	12.37	N 87° 15' 00" E
99	12.37	N 87° 15' 00" E
100	12.37	N 87° 15' 00" E

LEGEND

- LINE TYPES
- BOUNDARY LINE
- EXISTING R/W LINE
- NEW UNIT EASEMENT LINE
- EXISTING EASEMENT LINE
- CONTRIBUTOR

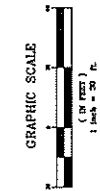
- MATERIAL TYPES
- CONCRETE
- DECORATIVE SLATE
- ELEMENTS TO BE CONSIDERED



PLAT SHOWING THE PROPERTY LINE ABANDONMENT AND ADJUSTMENT FOR PROPERTIES OWNED BY THE CITY OF CHARLESTON - THE ABANDONMENT OF A PORTION OF WHARF SIDE STREET - THE ABANDONMENT OF A PORTION OF INSPECTION STREET AND THE ABANDONMENT OF THE CREATION OF A NEW VARIABLE WIDTH UTILITY EASEMENT LOCATED AT INSPECTION STREET AND WHARF SIDE STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C. SCALE: 1"=20' DATE: NOVEMBER 27, 2016 REVISION: FEBRUARY 2, 2017

FORSEBERG ENGINEERING AND SURVEYING, INC.
 415 WEST 20TH STREET
 CHARLESTON, SOUTH CAROLINA 29401
 PHONE: 843.723.1111 FAX: 843.723.1112
 AND LAND PLANNING

FOR THIS CITY OF CHARLESTON AND CHARLESTON COUNTY USE ONLY



CERTIFICATE OF THE CITY OF CHARLESTON
 I HEREBY CERTIFY THAT THE BEST OF MY PROFESSIONAL JUDGEMENT, INTERVIEW, AND EXAMINATION OF THE RECORDS OF THE CITY OF CHARLESTON, THE CITY ENGINEER, AND THE CITY CLERK, HAVE BEEN MADE, AND THE ABANDONMENT OF THE CREATION OF A NEW VARIABLE WIDTH UTILITY EASEMENT LOCATED AT INSPECTION STREET AND WHARF SIDE STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C. SCALE: 1"=20' DATE: NOVEMBER 27, 2016 REVISION: FEBRUARY 2, 2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that MUNGO HOMES COASTAL DIVISION, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names)

Field Planters Road; Innkeeper Lane; Tabard Road; Tannery Row;

as shown and designated on a plat entitled

Final Subdivision Plat showing BROWNSWOOD VILLAGE PHASE 2 (12.450AC) property of Mungo Homes Coastal Division, LLC, Located in the City of Charleston, Johns Island, Charleston County, South Carolina

prepared by Parker Land Surveying LLC, dated August 1, 2016, revised n/a, and recorded on _____ in Plat Book _____ at Page _____ in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Van Smith f/k/a Van Smith Building Material Co. dated July 11, 2014 and recorded July 17, 2014 in Book 0417 at Page 485 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.:

279-07-00-264

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 6th day of December 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Cantrell Belcher
Printed Name

[Signature]
Witness Number Two

Matthew J. Halter
Printed Name

Mungo Homes Coastal Division, LLC
Grantor

[Signature]
Vice President, Land Development
Walt D. Martin, III
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Division, LLC, a Limited Liability Company, on behalf of the Grantor on the 6th day of December, 2016.

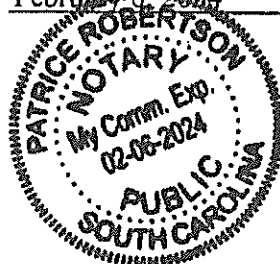
Signature of Notary: [Signature]

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINA

My Commission Expires: February 09, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

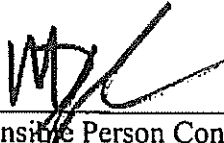
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Mungo Homes Coastal Division, LLC
to the City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Transfer to Governmental Entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



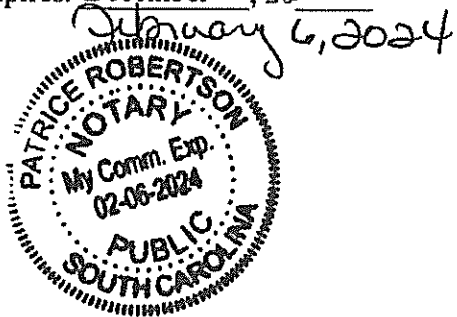
Responsible Person Connected with the Transaction

Vice President, Land Development

Walt D. Martin, III

Print or Type Name Here

Sworn this 6th day of December 2016
Patrice Robertson
Notary Public for South Carolina
My Commission Expires: December, 2020



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and MUNGO HOMES COASTAL DIVISION, LLC (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map number 279-07-00-264 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

FINAL SUBDIVISION PLAT SHOWING BROWNSWOOD VILLAGE PHASE 2 (12.540 AC) PROPERTY OF MUNGO HOMES COASTAL DIVISION, LLC, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by Parker Land Surveying, LLC dated August 1, 2016,
revised on N/A, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER: MUNGO HOMES COASTAL DIVISION, LLC

Name: Walt D. Martin, III

Vice President, Land Development

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Div, a Limited Liability Company, on behalf of the Owner on 12/6/2016

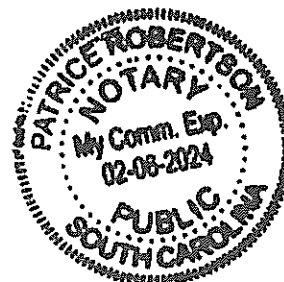
Signature: _____

Print Name of Notary: Patrice Robertson

Notary Public for South Carolina

My Commission Expires: February 6, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **EXCLUSIVE ACCESS
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____, 20__, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and **MUNGO HOMES COASTAL DIVISION, LLC** (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining Access Easements across a portion of property identified by and designated as Charleston County tax map number 279-07-00-264 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive access easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Access Easements (or A.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled;

" FINAL SUBDIVISION PLAT SHOWING BROWNSWOOD VILLAGE PHASE 2 (12.540AC) PROPERTY OF MUNGO HOMES COASTAL DIVISION, LLC LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"

Prepared and executed by Parker Land Surveying, LLC dated August 1, 2016, revised on n/a, and recorded on _____ in Plat Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE ACCESS EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Access Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Access Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Access Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: MUNGO HOMES COASTAL DIVISION, LLC

Witness #1

Name: Walt D. Martin, III
Its: Vice President Land Development

Witness #2

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Division, LLC, a limited liability company, on behalf of the Owner on January 18, 2017.

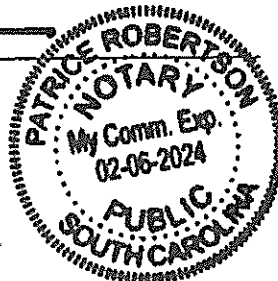
Signature: _____

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINA

My Commission Expires: February 6, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Cainhoy Land & Timber, LLC
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) River Village Drive and Seven Sticks
Drive*

as shown and designated on a plat entitled "Final Subdivision Plat of a Portion of Cainhoy
Plantation to Create River Village Drive & C.P.W. Pump Station Site and the Adjustment of
Property Lines between Cainhoy Plantation and Tract B/C Creating Residuals Tract B, Tract C &
Cainhoy Plantation, Cainhoy Plantation, City of Charleston, Berkeley County, South Carolina

prepared by F. Elliott Quinn, III of Thomas & Hutton Engineering
 dated August 5, 2016, revised JANUARY 12, 2017, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

Corrective

This being a portion of the property conveyed to Grantor herein by /deed of the
JPMorgan Chase Bank, et al. dated May 15, 2008 and recorded
May 28, 2008 in Book 7368 at Page 1 in the ROD Office for
Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.:

262-00-00-008

*specifically including any concrete sidewalks in such roads, and saving and excepting any asphalt walking, bicycle
 and other recreation paths located in such roads,

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 22nd day of November 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

JOHN ROBERT CALDWELL

Printed Name

David A Withers

Witness Number Two

David Withers

Printed Name

Grantor

Cainhoy Land & Timber, LLC

By: DI Development Company, Inc., its
Authorized Agent

By: [Signature]

Printed Name Matthew R. Sloan, its
President

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of DI Development Company, Inc., the authorized agent of Cainhoy Land & Timber, LLC, a Delaware limited liability company, on behalf of the Grantor on the 22nd day of November, 2016.

Signature of Notary: [Signature]

Print Name of Notary: Maggie R. Dusbiber

Notary Public for SOUTH CAROLINA

My Commission Expires: 10/16/24

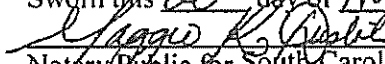
SEAL OF NOTARY



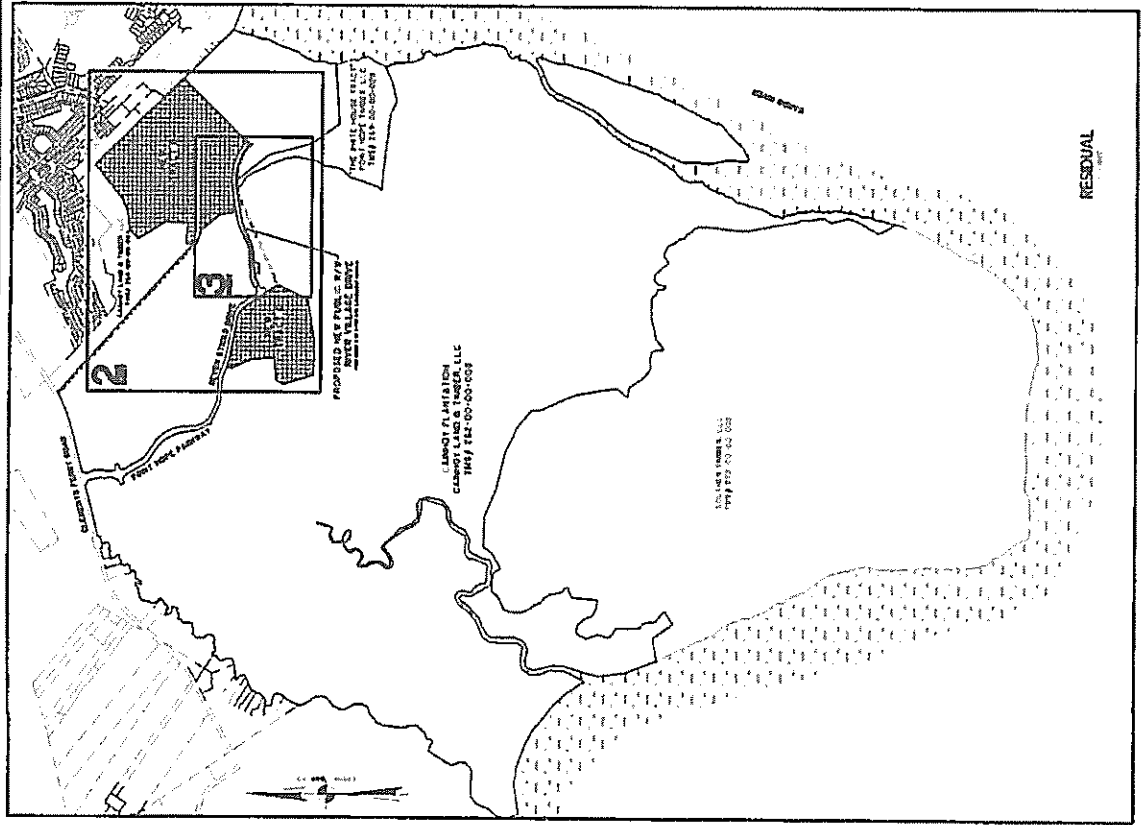
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Agent for Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction
President, DI Development Co Inc, its
Authorized Agent
Matthew R. Sloan
Print or Type Name Here

Sworn this 22nd day of November 2016

Notary Public for South Carolina
My Commission Expires: 10/16, 2024



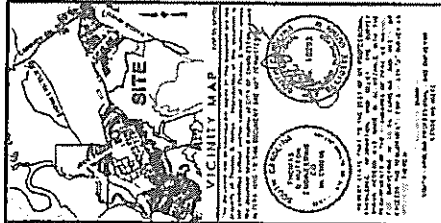


ASSUMPTIONS
1. 10% AREA IN PROPOSED MAP IS 1.11 AC.
2. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
3. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
4. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.

REFERENCE
1. 10% AREA IN PROPOSED MAP IS 1.11 AC.
2. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
3. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
4. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.

NOTES

- 1. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 2. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 3. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 4. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 5. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 6. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 7. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 8. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 9. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.
- 10. ALL LOTS ARE TO BE SUBDIVIDED INTO 10% AREAS.



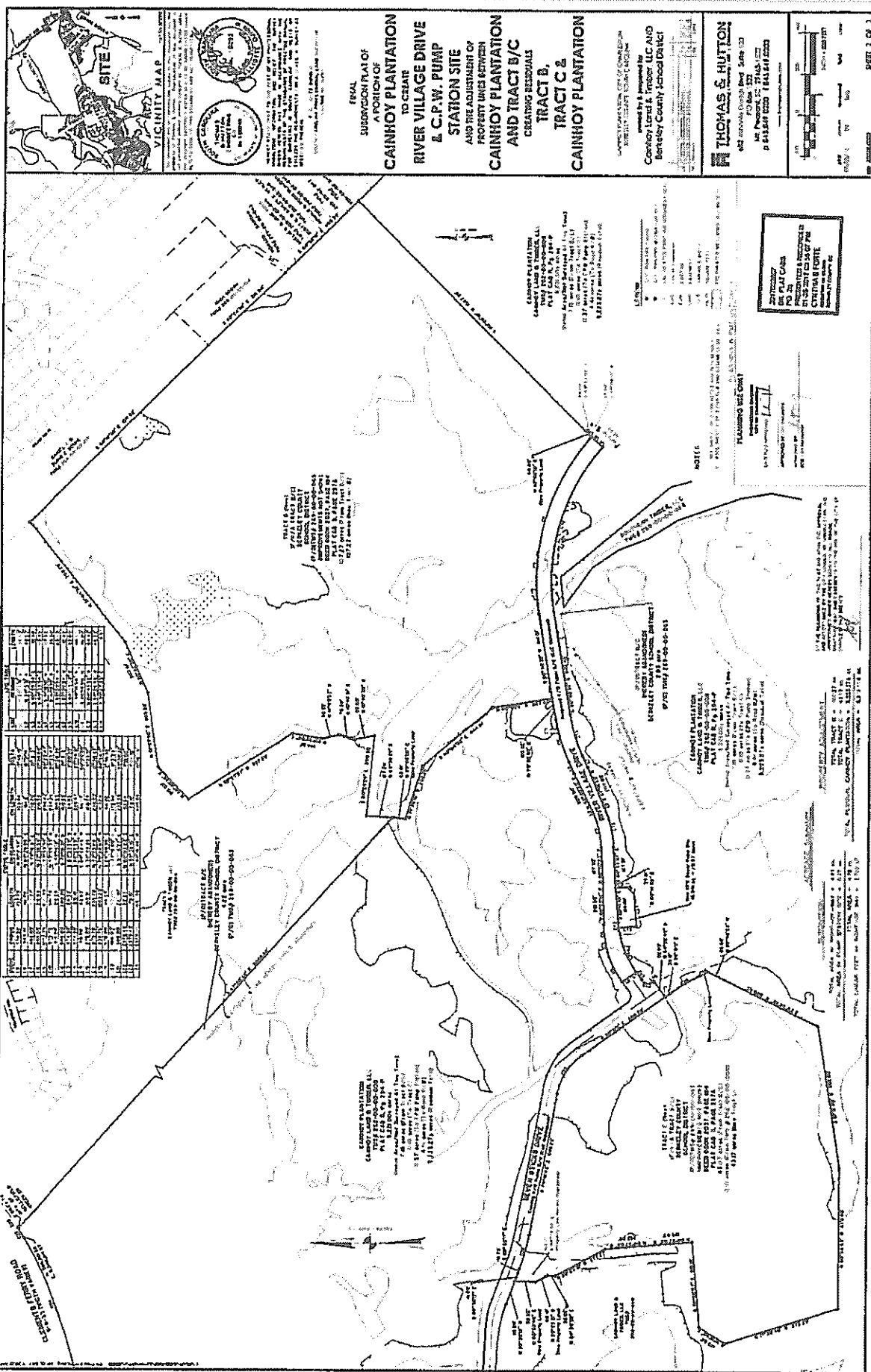
FINAL
SUBDIVISION PLAN OF
A PORTION OF
CAINHOY PLANTATION
TO BE
RIVER VILLAGE DRIVE
& **C.P.W. PUMP**
STATION SITE
AND THE ADJUSTMENT OF
PROPERTY LINES BETWEEN
CAINHOY PLANTATION
AND **TRACT B/C**
CREATING **TRACTS A, B, C & D**
CAINHOY PLANTATION

CAINHOY PLANTATION, CITY OF CHANDLER
PREPARED BY: **THOMAS & HUTTON**
1401 E. McDowell Rd., Suite 100
Phoenix, AZ 85022
P: 602.944.0000 F: 602.944.0001

THOMAS & HUTTON
1401 E. McDowell Rd., Suite 100
Phoenix, AZ 85022
P: 602.944.0000 F: 602.944.0001

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/14	1. 10% AREA IN PROPOSED MAP IS 1.11 AC.
2	01/15/14	2. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
3	01/15/14	3. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.
4	01/15/14	4. TOTAL AREA IN PROPOSED MAP IS 1.11 AC.



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BERKELEY) CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Berkeley County School District (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley County tax map number 269-00-00-065 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of a Portion of Cainhoy Plantation to Create River Village Drive & C.P.W. Pump Station Site and the Adjustment of Property Lines between Cainhoy Plantation and Tract B/C Creating Residuals Tract B, Tract C & Cainhoy Plantation, City of Charleston, Berkeley County, South Carolina, owned & prepared for Cainhoy Land & Timber, LLC and Berkeley County School District"

Prepared and executed by F. Elliotte Quinn, III of Thomas & Hutton dated August 5, 2016, revised on February 12, 2017, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Robert Cheever
Witness #1

[Signature]
Witness #2

OWNER:

Berkeley County School District

By: [Signature]
Name: GENE SIDES

Title: BCSD INTERIM DIRECTOR OF FACILITIES

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of Berkeley County School District, a political subdivision of the State of South Carolina, on behalf of the Owner on _____, 2016.

Signature: [Signature]

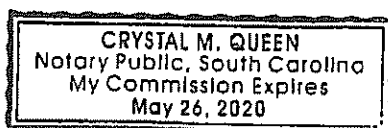
Print Name of Notary: Crystal Queen

Notary Public for South Carolina

My Commission Expires: May 26, 2020

SEAL OF NOTARY

ESWDE8-2016



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Cainhoy Land & Timber, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 262-00-00-008 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of a Portion of Cainho Plantation to Create River Village Drive & C.P.W. Pump Station Site and the Adjustment of Property Lines Between Cainho Plantation and Tract B/C Creating Residuals Tract B, Tract C & Cainho Plantation, Cainho Plantation, City of Charleston, Berkeley County, South Carolina, owned by & prepared for Cainho Land & Timber, LLC and Berkeley County School District

Prepared and executed by F. Elliotte Quinn, III of Thomas & Hutton dated August 5, 2016,
revised on February 12, 2017, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

OWNER: Cainhoy Land & Timber, LLC
By: DI Development Company, LLC, its Authorized Agent
By: _____
Name: Matthew R. Sloan, its President

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, President of DI Development Company, Inc., the Authorized Agent of Cainhoy Land & Timber, LLC, a Delaware limited liability _____, on behalf of the Owner on _____, 2016.

Signature: _____

Print Name of Notary: Maggie R. Dusbier

Notary Public for South Carolina

My Commission Expires: 10/16/24

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C.
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) Oak Leaf Street

as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Master
 Plan Parcel BB (37.10 Ac.) to Create A New Portion of Oak Leaf Street Right-of-Way (0.44 Ac.)
 and Parcel BB, (Residual) (36.66 Ac.), Daniel Island, City of Charleston, Berkeley County, South
 Carolina, prepared for and owned by Daniel Island Associates, LLC"

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co.,
 dated January 5, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Daniel Island residential Investments, LLC dated November 9, 1998 and recorded
November 9, 1998 in Book 1478 at Page 264 in the ROD Office for
Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.:

277-00-00-011

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 2nd day of December, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

JOHN ROBERT CALDWELL
Printed Name

[Signature]
Witness Number Two

CAROLE L. RASHLEY
Printed Name

Grantor

Daniel Island Associates L.L.C.

BY: [Signature]
Matthew R. Sloan, its President
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Grantor on the 2nd day of December, 2016.

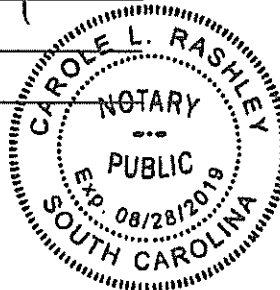
Signature of Notary: [Signature]

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina

My Commission Expires: 8/28/19

SEAL OF NOTARY



COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

1. I have read the information on this affidavit and I understand such information.

3. Check one of the following: The deed is

(C) ✓ exempt from the deed recording fee because (See Information section of affidavit): Transfer to government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

Check Yes _____ or No _____

(B) The fee is computed on the fair market value of the realty which is

5. Check YES ____ or NO ____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is


(B) Place the amount listed in item 5 above here:

(C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

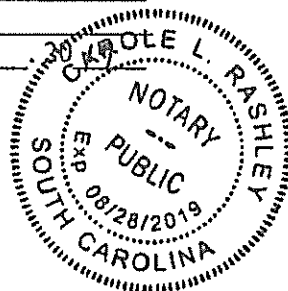
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is exempt.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Daniel Island Associates^{LLC} by Matt Sloan, its President
Responsible Person Connected with the Transaction

Matthew R. Sloan
Print or Type Name Here



Sworn this 2nd day of December 2016
Carol J. Ash
Notary Public for South Carolina
My Commission Expires: 8/28



STATE OF SOUTH CAROLINA)

COUNTY OF Berkeley)

MORTGAGE AFFIDAVIT

PERSONALLY APPEARED before me Matthew R. Sloan, President of,
Daniel Island Associates L.L.C.

who, first being duly sworn, deposes and states as follows:

Daniel Island Associates L.L.C. is

- That ~~I/we are~~ the owner(s) of certain piece(s) of real property more particularly described as follows (please attach or include below a legal description of the property):

See attached Exhibit A for legal description

- That there is/are no mortgages, liens, judgments, lis pendens, or delinquent tax liens, or delinquent taxes on said real property.

FURTHER AFFIANT(S) SAITH NOT.

[Signature]
Owner's signature

Daniel Island Associates L.L.C.

Name printed

By: [Signature]

Matthew R. Sloan, its President

Name printed

Subscribed to and sworn to before me this
2nd day of December, 2016

[Signature]
Notary Public of South Carolina

My Commission Expires: 8/28/2019

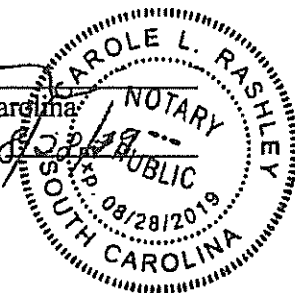


EXHIBIT A
PROPERTY DESCRIPTION

Oak Leaf Street (New 55' Public R/W) as described, situate, lying and being located on Daniel Island, City of Charleston, Berkeley County, South Carolina, and shown and depicted on a plat entitled "A FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL BB (37.10 AC.) TO CREATE A NEW PORTION OF OAK LEAF STREET RIGHT-OF-WAY (0.44 AC.) AND PARCEL BB, (RESIDUAL) (36.66 AC.), DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY DANIEL ISLAND ASSOCIATES L.L.C.," prepared by Phillip P. Gerard, PLS No. 26596, of Thomas & Hutton Engineering Co., dated January 5, 2017 and recorded on _____, 2017 in Plat Cabinet _____, Page _____ in the Berkeley County Register of Deeds Office.



VICINITY MAP

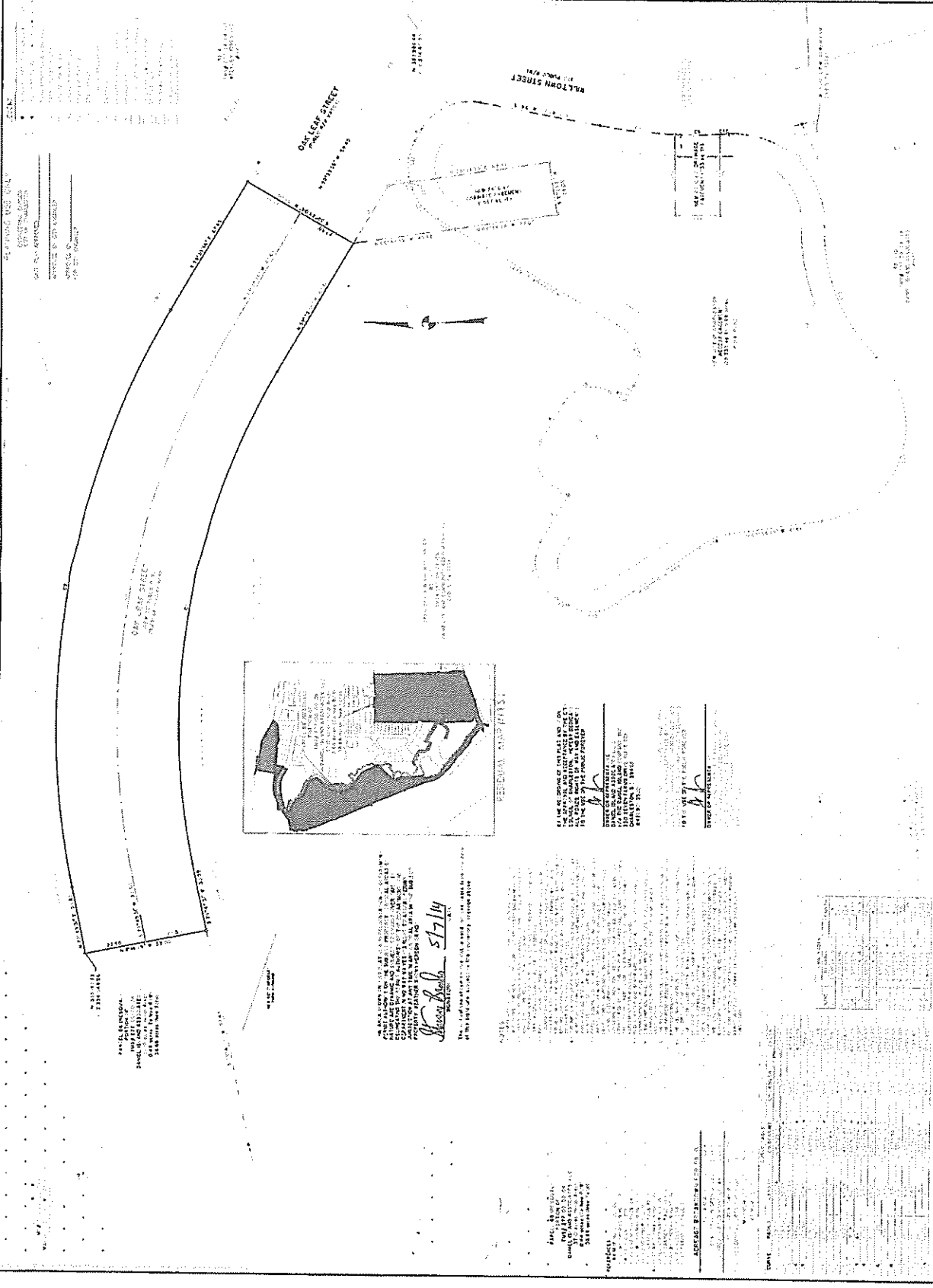
The Daniel Island
COMPANY



A FINAL SUBDIVISION MAP
DANIEL ISLAND
MASTER PLAN PARCEL BB
(37.10 AC)
TO CORRELATE
A NEW PORTION OF
OAK LEAF STREET
RIGHT-OF-WAY
(0.44 AC)
AND
PARCEL BB, (RESIDUAL)
(36.66 AC)

DANIEL ISLAND ADDRESS

THOMAS & HUTTON
Surveyors, Engineers, Architects, Planners
200 West Peachtree Street, Suite 200
Atlanta, Georgia 30339
Phone: 404.524.2000 Fax: 404.524.2001
www.thomasandhutton.com



THOMAS & HUTTON
Surveyors, Engineers, Architects, Planners
200 West Peachtree Street, Suite 200
Atlanta, Georgia 30339
Phone: 404.524.2000 Fax: 404.524.2001
www.thomasandhutton.com

THE STATE OF GEORGIA
COUNTY OF CLAY
I, the undersigned, being a duly qualified Surveyor, do hereby certify that the foregoing is a true and correct copy of the original map on file in my office, and that the same has been duly recorded in the public records of this county.

NO.	DATE	DESCRIPTION
1	10/1/01	Original Map
2	10/1/01	Copy of Map
3	10/1/01	Copy of Map
4	10/1/01	Copy of Map
5	10/1/01	Copy of Map

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BERKELEY)
)
)
)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____, 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Community Association, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley County tax map number 277-00-00-011 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"A Final Subdivision Plat of Daniel Island Master Plan Parcel BB (37.10 Ac.) to Create a New Portion of Oak Leaf Street Right-of-Way (0.44 Ac.) and Parcel BB (Residual) (36.66 Ac.), Daniel Island, City of Charleston, Berkeley County, South Carolina, Prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated January 5, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Daniel Island Associates L.L.C.

By:

Matthew R. Sloan, its President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Owner on 12/2, 2016.

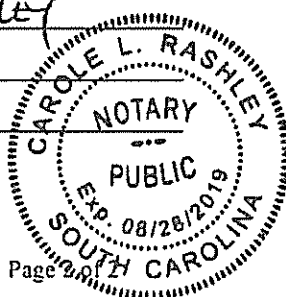
Signature: _____

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C.
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) Apprentice Street 50' Public R/W,
Wading Place 50' Public R/W, and Nobel's Point Street 50' Public R/W.

as shown and designated on a plat entitled "Final Subdivision Plat of Daniel Island Master Plan
Parcel F, Now Known As Tract E-7 (14.58 Ac.) To Create Parcel F, Block F, Lots 14 through 32,
and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina,
prepared for and owned by Daniel Island Associates L.L.C."

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co.
 dated October 3, 2016, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley _____ County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Daniel Island Residential Investments, LLC dated November 8, 1998 and recorded
November 9, 1998 in Book 1478 at Page 286 in the ROD Office for
Berkeley _____ County, South Carolina.

Grantee's Mailing Address:

City of Charleston
 Department of Public Service
 Engineering Division
 2 George Street
 Suite 2100
 Charleston, South Carolina 29401

Portion of TMS No.:

275-00-00-249

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 2nd day of December 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

JOHN ROBERT CALDWELL

Printed Name

Witness Number Two

CAROLE L. RASHLEY

Printed Name

Grantor

Daniel Island Associates L.L.C.

BY: [Signature]

Matthew R. Sloan, its President

Printed Name

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Grantor on the 2nd day of December, 2016.

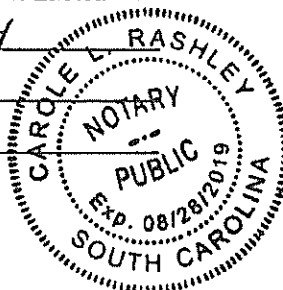
Signature of Notary: [Signature]

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for SOUTH CAROLINA

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

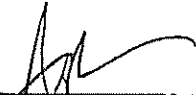
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Daniel Island Associates L.L.C.
to City of Charleston on _____
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): conveyance to government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

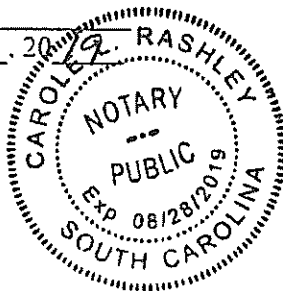
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is None - exempt.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

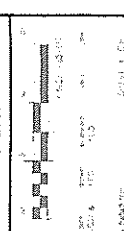


Responsible Person Connected with the Transaction

Matthew R. Sloan
Print or Type Name Here

Sworn this 27th day of December 2016
Carla J. Henry
Notary Public for South Carolina
My Commission Expires: 8/28, 2019





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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this ____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley County tax map number 275-00-00-249 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled:

"Final Subdivision Plat of Daniel Island Master Plan Parcel F, Now Known as Tract E-7 (14.58 Ac.) to Create Parcel F, Block F, Lots 14 through 32, and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated October 3, 2016,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley _____, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016..

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Daniel Island Associates L.L.C.

By:

Matthew R. Sloan, its President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C, a Delaware LLC, on behalf of the Owner on 12/2, 2016.

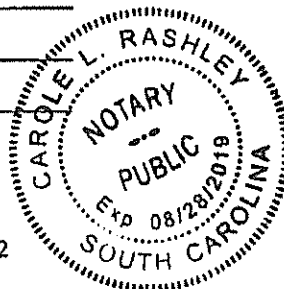
Signature: Carole L. Rashley

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina _____

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Golf Club, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 271-00-00-001 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor,

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of Daniel Island Master Plan Parcel E, Now Known as Tract E-7 (14.58 Ac.) to Create Parcel F, Block F, Lots 14 through 32, and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated October 3, 2016,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Daniel Island Golf Club, LLC

Witness #1

By: _____
Matthew R. Sloan, Its President

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Golf Club, LLC, a SC limited liability company, on behalf of the Owner on 12/2, 2016.

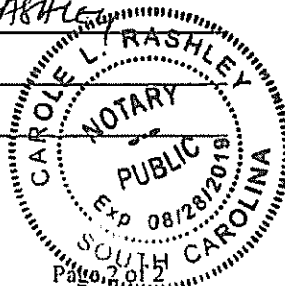
Signature: _____

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina

My Commission Expires: 8/28/19

SEAL OF NOTARY





Ratification
Number _____

A N O R D I N A N C E

TO AMEND SEC. 14-50(a) OF THE CODE OF THE CITY OF CHARLESTON TO PROVIDE THAT ELECTRONIC WASTE SHALL NO LONGER BE COLLECTED BY THE CITY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Sec. 14-50 of the Code of the City of Charleston is hereby amended by providing that electronic waste will not be collected by the City, said Sec. 14-50 to read as follows (changes in **bold**):

Sec. 14-50. Hazardous **and Electronic** waste.

(a) No waste identified by the South Carolina Department of Health and Environmental Control as hazardous waste **and no waste defined as electronic waste in Sec. 14-7 (a) of this Code** shall be collected by the City. The identification of hazardous waste may vary or change pursuant to state law and will not require individual identification in the City Code.

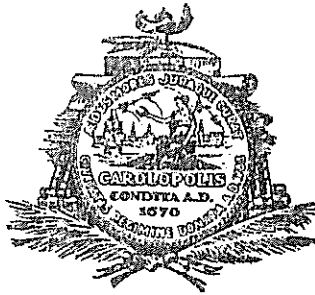
Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2017,
and in the _____th Year of the Independence of
the United States of America

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council



Ratification
Number _____

A N O R D I N A N C E

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY REVISING SECTION 54-220 (B) (1) (E) (15) PERTAINING TO LIMITS ON THE NUMBER OF ROOMS IN FACILITIES; AND BY CHANGING THE MAP PERTAINING TO THE ACCOMMODATIONS OVERLAY ZONE DISTRICT IN THE PENINSULA PORTION OF THE CITY IN ACCORDANCE WITH THE MAPS ATTACHED TO THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Section 54-220 (b) (1) (e) (15) of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding text shown below with a double-underline:

- (15) the number of rooms in the facility; provided however that the number of rooms in a facility shall not exceed 50 in areas designated "A-1" on the zoning map; 180 in areas designated "A-2" on the zoning map; 225 in areas designated "A-3" on the zoning map; 100 in areas designated "A-4" on the zoning map; 150 in areas designated "A-5" on the zoning map; and 69 in areas designated "A-6" on the zoning map; and 175 in areas designated "A-7" on the zoning map; and further provided that within the portion of the area designated "A-1" bounded by King Street on the west, Meeting Street on the east, Mary Street on the south and Line Street on the north, the number of rooms in a facility may exceed 50 if the facility is a full-service hotel that provides 20,000 or more square feet of meeting and conference space, and an on-site restaurant that serves breakfast, lunch and dinner seven days a week;

Section 2. That Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended, by changing the Accommodations Overlay Zone District in the peninsula portion of the City in accordance with the map attached to this Ordinance.

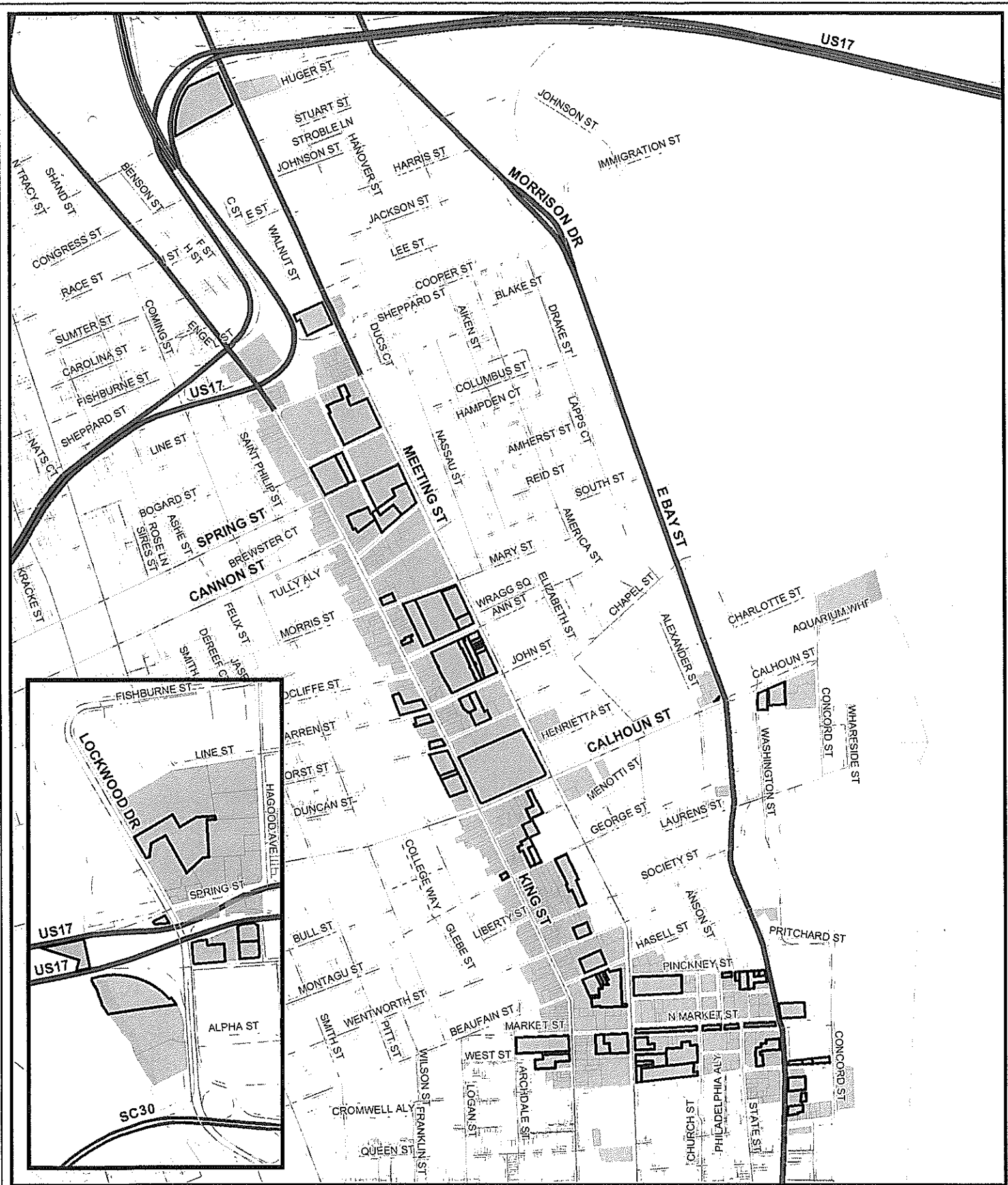
Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2017,
and in the _____ Year of the Independence of
the United States of America

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council



City of Charleston
 Dept. of Planning, Preservation &
 Sustainability
 2 George St, Third Floor
 Charleston, SC 29401
www.charleston-sc.gov

Date: 2/16/2017

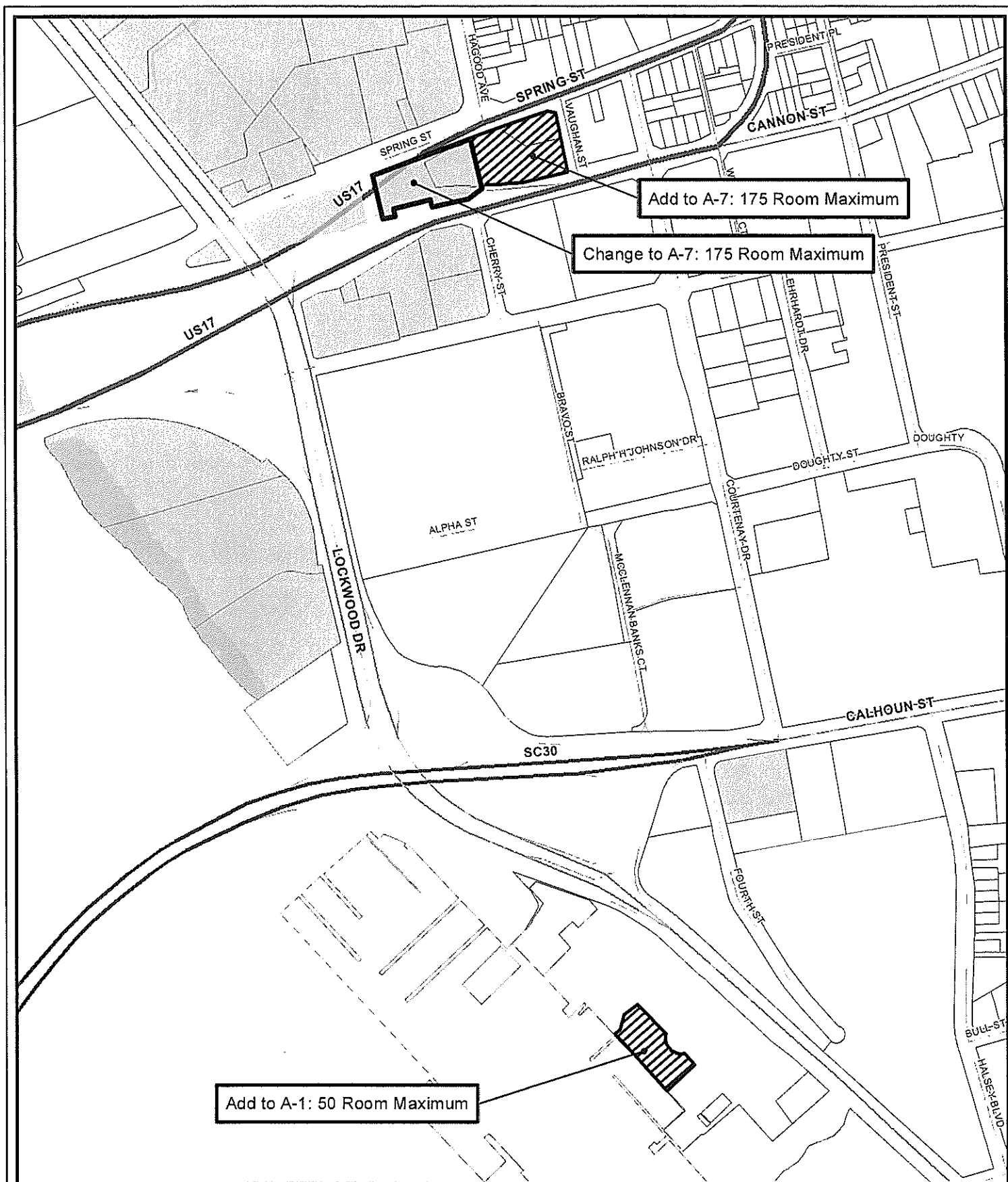
Accommodations Overlay Zone Map

- Recommended Removal from Accommodations Overlay Zone
- Property Lines
- Current Accommodations Overlay Zone



1 inch = 1,100 feet





0 550 1,100
 Feet



City of Charleston
 Dept. of Planning, Preservation &
 Sustainability
 2 George St, Third Floor
 Charleston, SC 29401
www.charleston-sc.gov

Date: 2/16/2017

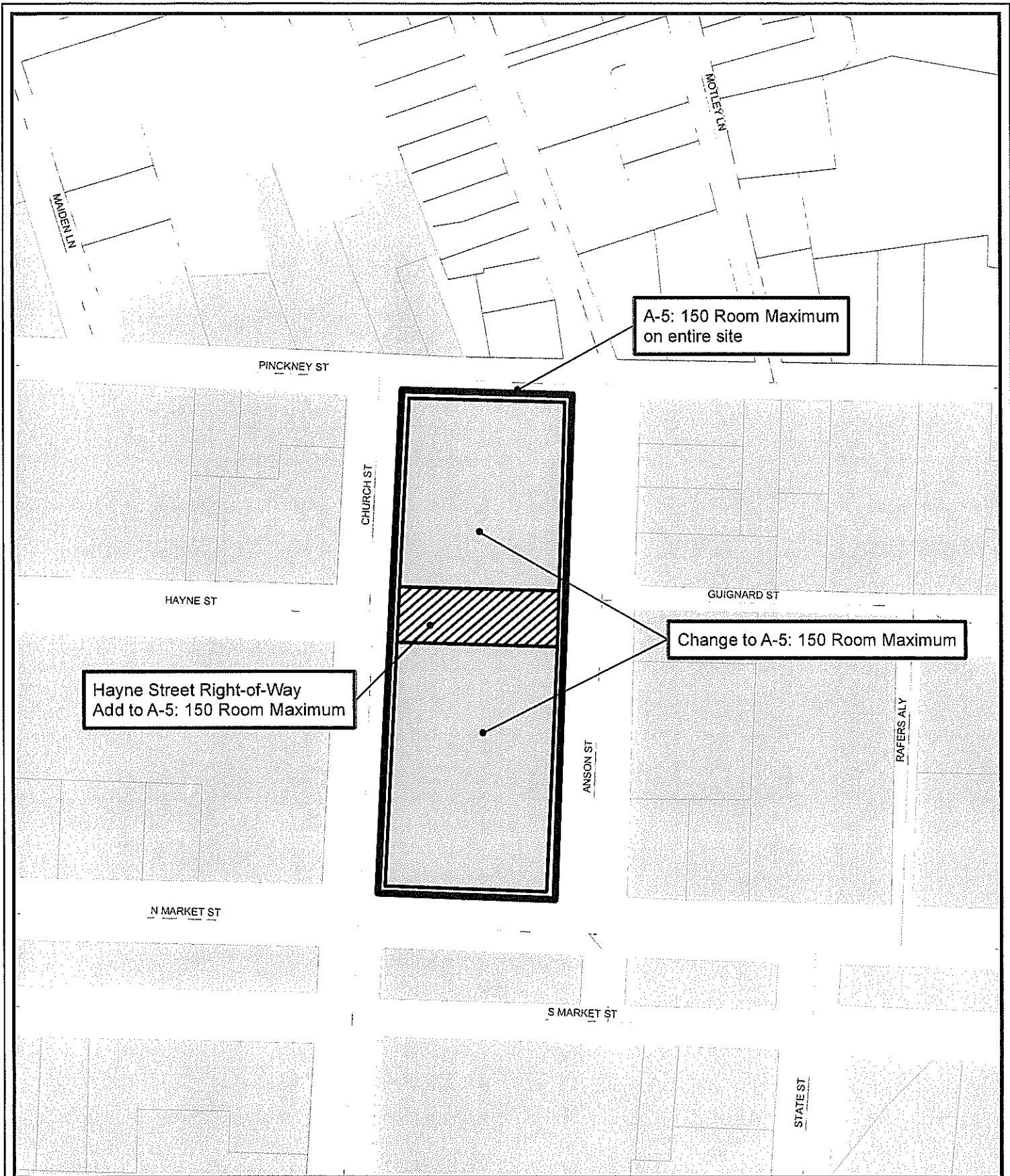
Accommodations Overlay Zone Map

-  Addition to Accommodations Overlay Zone
-  Amendment to Accommodations Overlay Zone
-  Property Lines
-  Current Accommodations Overlay Zone



1 inch = 400 feet





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City of Charleston
 Dept. of Planning, Preservation &
 Sustainability
 2 George St, Third Floor
 Charleston, SC 29401
www.charleston-sc.gov

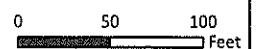
Date: 2/22/2017

Accommodations Overlay Zone Map

-  Addition to Accommodations Overlay Zone
-  Amendment to Accommodations Overlay Zone
-  Property Lines
-  Current Accommodations Overlay Zone



1 inch = 100 feet









City of Charleston
 Dept. of Planning, Preservation &
 Sustainability
 2 George St, Third Floor
 Charleston, SC 29401
www.charleston-sc.gov

Date: 2/16/2017

Accommodations Overlay Zone Map

-  Addition to Accommodations Overlay Zone
-  Amendment to Accommodations Overlay Zone
-  Property Lines
-  Current Accommodations Overlay Zone



1 inch = 200 feet





Ratification
Number _____

A N O R D I N A N C E

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY ADDING TO ARTICLE 9, ADMINISTRATION AND ENFORCEMENT, A NEW PART 6, TEMPORARY MORATORIUM.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by adding to Article 9, Administration and Enforcement, a new Part 6, Temporary Moratorium - Church Creek Drainage Basin, to read as follows:

PART 6

TEMPORARY MORATORIUM - CHURCH CREEK DRAINAGE BASIN

Sec. 59-970. Temporary Moratorium.

Findings: City Council finds that an area of the City, hereafter defined as the Church Creek Drainage Basin, is comprised of nearly 5,000 acres that have very limited points of discharge for stormwater and a broad defined floodplain. Because of the topography, high tides and significant rain events, homes and other developed properties in the Basin have experienced severe and more frequent flooding during rainstorms. Continued development within certain portion of Basin could further exacerbate and impact the potential for flooding and property damage and compromise public safety. Notwithstanding ongoing efforts by the City to study and model the drainage conditions in the Basin and to update and implement regulations to alleviate

flooding conditions there, it is evident that, absent a thorough evaluation of the drainage patterns in portions of the Basin, of the development and infrastructure in place, and of development that will reasonably occur in these areas in the immediate future, development in the Basin, both existing and planned, will be threatened, as well as the quality of life of those who live and work there now and those who will in the future. The public health and safety and the economic well-being of the City and of its residents who live, work and shop in the affected area demand that measures be taken to temporarily limit further development in the portions of the Basin located in the 100-year floodplain for a reasonable period of time to enable the City to update the drainage study of these portions of the Basin and implement the recommendations thereof.

A. Moratorium

- (1) Subject to the Exceptions as set forth in Section B hereof, no application for a permit from the Departments of Planning, Preservation and Sustainability and Public Service for new construction (except for a building permit for a single family dwelling on an existing lot of record as of the date of ratification of this Ordinance) shall be processed or granted during the duration set forth in Section E hereof, for any property located in the 100-year floodplain within the boundaries of the Church Creek Drainage Basin, as the same is set forth on a GIS map dated _____ entitled Church Creek Area Drainage Basin 100-year floodplain, attached hereto and made a part hereof, a duplicate original of which is on file in the Department of Planning, Preservation and Sustainability.

B. Exceptions: Excepted from the provisions of subsection A (1) are:

- (1) Projects subject to Technical Review Committee (herein TRC) review that, as of February 28, 2017, had TRC approval.
- (2) Projects not subject to TRC review that, as of February 28, 2017, had building permit approval.

- (3) Construction on a lot of record not subject to TRC review and where, as of February 28, 2017, the system for managing the stormwater from the lot has received final approval from the city.
- (4) Applications to adjust lot lines, or to subdivide acreage, except for final residential development plats.
- (5) Notwithstanding the above, an applicant may proceed at his own risk with securing and acting on development permits and approvals, except for permits to pave or construct buildings, during the duration set forth in Section E; provided however, all such applicants and any permits acquired during this time shall be subject to applicable stormwater regulations the City develops from the information received by the study of the drainage basin commissioned by the City.

C. Alteration of District Boundary: Nothing herein shall be construed to limit or abridge the right of an applicant to seek a review and potential alteration of a property being located within the 100-year floodplain of the Church Creek Drainage Basin upon a showing of topographic data that supports the alteration. Any such alterations shall require the approval of City Council, after recommendation of the Director of the Department of Public Service.

D. Status Reports: For the duration set forth in Section E, the Director of Public Service, or her designee, shall provide monthly status reports to City Council and other interested parties on the progress of the study and such recommendations as may be available from the City's consultant, regarding stormwater management in the Church Creek Drainage Basin.

E. Duration: The provisions of this Part 5 of Article 9 of the Zoning Ordinance shall expire nine (9) months from February 28, 2017.

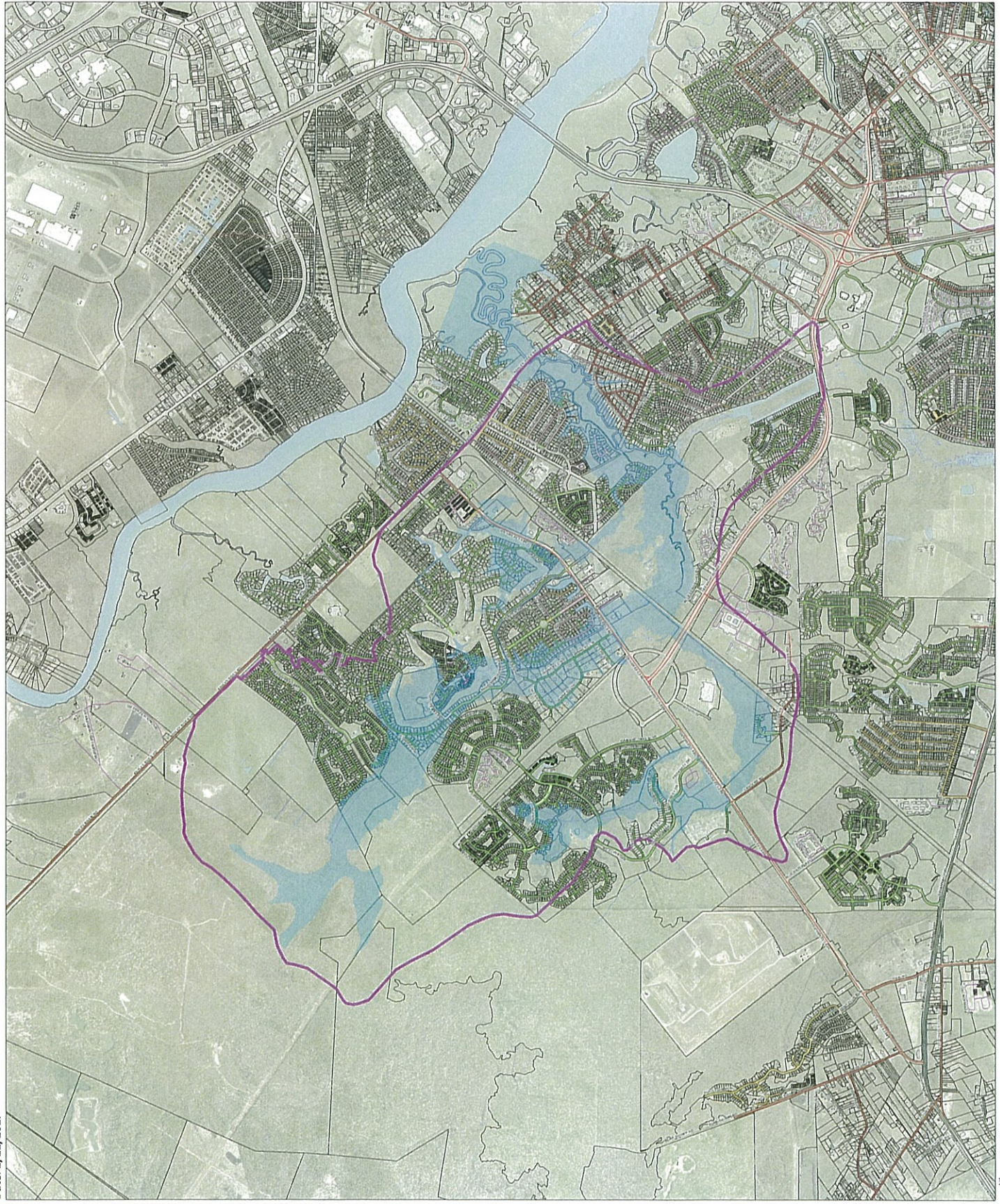
Section 2. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 2017,
and in the ____th Year of the Independence of
the United States of America

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council



- Legend**
- Church Creek Basin Watershed Boundary
 - Streets**
 - MAINT**
 - Federal
 - State
 - City of Charleston
 - Private
 - County
 - Mixed
 - Other Local
 - Unknown
 - Road100_ox
 - Parcels
 - Buildings
 - City Limits
 - Creeks
 - Water



This map was prepared by the City of Charleston, South Carolina, for the purpose of providing information to the public. It is not intended to be used for any other purpose. The City of Charleston is not responsible for any errors or omissions in this map. The City of Charleston is not responsible for any damages or losses resulting from the use of this map. The City of Charleston is not responsible for any claims or liabilities arising from the use of this map. The City of Charleston is not responsible for any claims or liabilities arising from the use of this map.